



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BILL LEE
GOVERNOR

LISA PIERCEY, MD, MBA, FAAP
COMMISSIONER

October 31, 2019

Krista Lee Carsner, Director
Fiscal Review Committee
Suite G-102, Cordell Hull Building
425 5th Avenue North
Nashville, TN 37243

Mike Perry, Chief Procurement Officer
Central Procurement Office, Department of General Services
22nd Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Dear Director Carsner and CPO Perry:

The Tennessee Department of Health's Information Technology Services Division is requesting approval to amend a contract with INFOR, Inc. The amendment will execute the existing fifth year renewal option and add \$237,782.20 to the contract from state funding. The amendment will also provide additional software, services, and resources to better support the department's needs.

The Cloverleaf system is an interface engine that provides integration for several department systems, including Electronic Public Health Information (EPI), Immunization, Patient Tracking and Billing Management (PTBMIS), and Tennessee Women, Infants, and Children (TNWIC) systems. These systems manage records of patients served at county health departments, provide registration and billing services, and ensure proper nutrition access for disadvantaged mothers and their children. The Cloverleaf system is a critical component of the public health services delivered daily across Tennessee. The department requests approval to continue our use of the Cloverleaf system and to fund the expansion of additional software and services.

We respectfully submit the contract amendment for consideration by the Fiscal Review Committee.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Piercey, MD, MBA, FAAP" followed by a stylized initial "JPW".

Lisa Piercey, MD, MBA, FAAP
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Brandon Corbin		*Contact Phone:	(615) 253-5417	
*Presenter's name(s):	Alexa Witcher, Lindsay Oliveras, John Webb				
Edison Contract Number: <i>(if applicable)</i>	48082		RFS Number: <i>(if applicable)</i>	34360-42415	
*Original or Proposed Contract Begin Date:	01/01/16		*Current or Proposed End Date:	12/31/19	
Current Request Amendment Number: <i>(if applicable)</i>	3				
Proposed Amendment Effective Date: <i>(if applicable)</i>	December 31, 2019				
*Department Submitting:	Tennessee Department of Health				
*Division:	Information Technology Services				
*Date Submitted:	10/31/19				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Infor (US), Inc.				
*Current or Proposed Maximum Liability:	\$546,032.84				
*Estimated Total Spend for Commodities:	\$783,815.04				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021
\$18,398.48	\$37,348.92	\$279,624.40	\$81,657.78	\$85,368.54	\$43,634.72
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY 2021
\$18,398.48	\$49,721.20	\$313,233.58	\$64,849.76		
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			FY: 2019 Contract allocated for Cloverleaf Integration Services maintenance/support that was not invoiced by vendor in time for FY19 payment.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the			FY: 2017 and 2018 TDH paid invoices from the contract for		

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<p>reasons and explain how funding was acquired to pay the overage:</p>	<p>Cloverleaf Application Adapter Web Services that should not have been attributed to this contract due to a default setting in the Edison purchasing module. TDH adhered to proper procurement procedures to make these purchases; however, we are unable to reconcile these payments in Edison because they are from closed fiscal years. In addition, consulting services were paid from these contract funds but were not accounted for in the original contract document or amendments 1 and 2.</p>		
<p>*Contract Funding Source/Amount:</p>			
State:	\$783,815.04	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:		N/A	
If “ <i>interdepartmental</i> ” please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
10/16/17	Amendment 1: Add Global Monitoring and High Availability Disaster Recovery; exercise renewal option; add funds to cover additional functionality and renewal option.		
01/16/19	Amendment 2: Exercise 4 th Year Option for continuation of contract		
Method of Original Award: <i>(if applicable)</i>		Sole Source	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>\$153,944.80 Determined by vendor quote.</p>	
<p>*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.</p>		<p>None. Infor is the sole source provider for these goods and subsequent support of the proprietary software.</p>	

Vendor ID	Vendor Name	Address 1	Address 2	City	St	Postal	Pymnt Metho	EFT/AC	Pymnt ID/Wrnt #	Redeer	Cancel
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0004591472	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0004701931	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0004703222	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0004852452	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0004852452	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0004990571	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005071447	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005181866	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005188985	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005388711	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005401398	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005401398	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005402720	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005416833	REC	
0000155595	Infor US Inc	13560 Morris Rd Ste 4100		Alpharetta	GA	30004	EFT	PPD	0003059122	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005419763	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005441271	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005521764	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005534549	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005590223	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005666604	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005687173	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005725599	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005757260	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005782427	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005798351	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005879858	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005879858	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005908881	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005910304	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0005988321	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0006002919	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0006044798	REC	
0000155595	Infor US Inc	NW 7418	PO Box 1450	Minneapolis	MN	55485-7418	CHK		0006055791	REC	



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Scott Creel, TDH - ITSD
E-mail : Scott.Creel@tn.gov

DATE : October 3, 2019 Received by STS on Thursday, October 3, 2019 1:53:25 PM

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 34360-42415

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Stephanie Dedmon,
CIO (WMH)

Digitally signed by Stephanie
Dedmon, CIO (WMH)
Date: 2019.10.09 14:27:15 -05'00'

Chief Information Officer

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

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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

Contracting Agency	Health
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Applicable RFS # 34360-42415	
Agency Contact (name, phone, e-mail)	Scott Creel, (615) 770-1152 Scott.Creel@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Brandon Corbin, Health CIO</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>To provide additional Component Systems (software and services) to the existing Cloverleaf Environment.</p>	

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34360-42415	
1. Procuring Agency	Tennessee Department of Health (TDH)	
2. Contractor	Infor (US), Inc.	
3. Edison contract ID #	48082	
4. Proposed amendment #	3	
5. Contract's Original Effective Date	January 01, 2016	
6. Current end date	December 31, 2019	
7. Proposed end date	December 31, 2020	
8. Current Maximum Liability or Estimated Liability	\$ 546,032.84	
9. Proposed Maximum Liability or Estimated Liability	\$ 783,815.04	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	This amendment will provide additional Component Systems (software and services) including licensing, maintenance and support to expand the existing Cloverleaf system. The amendment will also add funding to exercise the fifth year renewal option as listed within the contract.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	The change in scope is to provide additional Component Systems (software and services) including licensing, maintenance and support to expand the Cloverleaf system. Infor is the only provider who can provide their sole source software.	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34360-42415	Edison ID 48082	Contract # FA1648082	Amendment # 3		
Contractor Legal Entity Name Infor (US), Inc.			Edison Vendor ID 155595		
Amendment Purpose & Effect(s) This amendment is to renew the existing contract for 12-months per renewal option.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 31, 2020			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			+ \$ 237,782.20		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$18,398.48				\$18,398.48
2017	\$37,348.92				\$37,348.92
2018	\$290,525.60				\$290,525.60
2019	\$91,457.78				\$91,457.78
2020	\$280,834.04				\$280,834.04
2021	\$65,250.22				\$65,250.22
TOTAL:	\$783,815.04				\$783,815.04
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) HL00011979		Account Code (optional) 70899000			

**AMENDMENT THREE
OF CONTRACT FA1648082**

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

1. Contract section A.1. is deleted in its entirety and replaced with the following:

A.1 The Contractor shall provide licenses and maintenance & support services for Component Systems as described in A.1.a, A.1.b, A.1.c, A.1.d, and A.1.e., according to the terms contained herein and within the existing contract.

a. Production Environment: Existing Component Systems

	Part # (if applicable)	Component Systems	User Restriction Quantity Type		Support Level
1	HVI-CLGM	Cloverleaf Global Monitor	1	SV	XTP
2	HVI-CLIS-CORE	Cloverleaf Integration Services Prod Eng CPU Cores	4	CPUC ORE	XTP
3	HVI-CLIS	Cloverleaf Integration Services	1	SV	XTP
4	HVI-CLIS-THRD	Cloverleaf Integration Services Threads	1	UNLTH RD	XTP
5	HVI-CLODBC	Cloverleaf ODBC Data Integrator	1	CDB	XTP
6	HVI-CLSS	Cloverleaf Security Server	1	SV	XTP
7	HVI-CLTCL	Cloverleaf Integration Services-Tcl	1	CDB	XTP
8	HVI-CLAAWS	Cloverleaf Application Adapter – Web Services	1	SV	XTP

b. ADRS (Active Disaster Recovery): Existing Component Systems

	Part # (if applicable)	Component Systems	User Restriction Quantity Type		Support Level
1	HVI-CLGM	Cloverleaf Global Monitor	1	SV	XTP
2	HVI-CLIS-CORE	Cloverleaf Integration Services CPU/Cores	4	CPUC ORE	XTP
3	HVI-CLIS	Cloverleaf Integration Services	1	SV	XTP
4	HVI-CLIS-THRD	Cloverleaf Integration Services Threads	1	UNLT HRD	XTP
5	HVI-CLODBC	Cloverleaf ODBC Data Integrator	1	CDB	XTP
6	HVI-CLSS	Cloverleaf Integration Services-Tcl	1	CDB	XTP
7	HVI-CLTCL	Cloverleaf Integration	1	CDB	XTP

		Services-Tcl			
8	HVI-CLAAWS	Cloverleaf Application Adapter - Web Services	1	SV	XTP

c. **Production Environment: Additional Component Systems**

	Part # (if applicable)	Component Systems	User Restriction Quantity Type		Support Level
1	HVI-CLIS-CORE	Cloverleaf Integration Services CPU/Cores	4	CPUC ORE	XTP

d. **ADRS: Additional Component Systems**

	Part # (if applicable)	Component Systems	User Restriction Quantity Type		Support Level
1	HVI-CLIS-CORE	Cloverleaf Integration Services CPU/Cores	4	CPUC ORE	XTP

e. **Test Environment: Additional Component Systems**

	Part # (if applicable)	Component Systems	User Restriction Quantity Type		Support Level
1	HVI-CLIS	Cloverleaf Integration Services	1	SV	XTP
2	HVI-CLIS-CORE	Cloverleaf Integration Services CPU/Core	4	CPUC ORE	XTP
3	HVI-CLIS-THRD	Cloverleaf Integration Services Threads	1	UNLTH RD	XTP

f. **Definitions for User Restriction field:**

(1) **"User Restriction"** - Means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement

(2) **"CDB" = Connected Databases** - Means each interface to a single instance of a virtual or physical database management system.

(3) **"CPUCORE" = CPU Cores** - Quantity represents the maximum number of Central Processing Unit Cores ("CPU Cores") visible to the operating system or utilized by the Component System at peak times. All CPU Cores utilized must be licensed.

(4) **"SV" = Server** - Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.

(5) **"UNLTHRD" = Unlimited Threads** - Means an unlimited number of THRD(S) licensed for use within a specific Component System licensed under this Order Form. THRD

means the maximum number of Threads licensed for use within a specific Component System licensed under this Order Form. "Thread" means one (1) unique connection to an application (port address, or data object as defined by the thread properties, with data routed in one direction). Each Thread is represented by a unique name and icon within the applicable Component System.

g. Definitions for Support Level field

- (1) Descriptions of the Support levels can be found at:
<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>
- (2) "XT" = Infor Essential (24x5)
- (3) "XTP" = Infor Premium (24x7)
- (4) "XTE" = Infor Elite (24x7) Plus

2. Contract section A.11. is deleted in its entirety and replaced with the following:

A.11. Active Disaster Recovery License

The Component Systems listed above in Section A.1., licensed as an Active Disaster Recovery License are subject to the following additional terms and conditions:

- a. The State may install one (1) copy of the Component System on two (2), nonproduction servers solely for disaster recovery purposes. At no time may the disaster recovery servers be used in a production environment except (i) to provide temporary backup during planned or unplanned outages of the production servers, or (ii) to permanently replace the production servers. The disaster recovery servers may only be used in a production environment if the production servers are not then in use; and, if so used in a production environment, the disaster recovery servers shall be subject to the same User Restrictions as would apply to the production servers. Data on the production servers may be replicated in real time or periodically to the disaster recovery servers. State agrees to promptly notify the Contractor once the disaster recovery servers have been used in a production environment thirty (30) consecutive days.
- b. In the case of tier-based, model-based, or processor-based licenses, the disaster recovery servers must be on the same type of hardware as the production servers.
- c. If the State maintains Support for the disaster recovery servers, the State must subscribe to the same level of Support for the disaster recovery servers as it does for the production servers: provided, however, Critical Incident Support will be provided only for either the production servers or the disaster recovery servers when used in a production environment.
- d. This Active Disaster Recovery Licenses will remain valid for so long as the State maintains a separate production license for the Component System. In the event the production license terminates, this Active Disaster Recovery Licenses shall also terminate.

Anything in the License Agreement to the contrary notwithstanding, Contractor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems listed in A.1. will substantially conform to the user Documentation provided by Contractor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Contractor's Support obligations, or (b) previously licensed Component Systems for which the State is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

3. Contract section B.1. is deleted in its entirety and replaced with the following:

- B.1. This contract shall be effective for the period beginning January 1, 2016 and ending December 31, 2020. The Contractor hereby acknowledges and affirms that the State shall

have no obligation for services rendered by the Contractor which were not performed within the specified contract period.

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

B.2. RESERVED.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seven Hundred Eighty Three Thousand Eight Hundred Fifteen Dollars and Four Cents (\$783,815.04). ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor shall be compensated based upon the following payment methodology:

Section A.1.a, A.1.b. Existing Cloverleaf Integration Services Maintenance & Support Coverage Period For Component Systems Licenses Purchase: Effective January 01, 2016	Amount (per compensable increment)
2016	
January 1, 2016 to March 31, 2016, Invoice date March 31, 2016	\$9,199.24
April 1, 2016 to June 30, 2016, Invoice date June 30, 2016	\$9,199.24
July 1, 2016 to September 30, 2016, Invoice date September 30, 2016	\$9,199.24
October 1, 2016 to December 31, 2016, Invoice date December 31, 2016	\$9,199.24
2017	
January 1, 2017 to March 31, 2017, Invoice date March 31, 2017	\$9,475.22
April 1, 2017 to June 30, 2017, Invoice date June 30, 2017	\$9,475.22
July 1, 2017 to September 30, 2017, Invoice date September 30, 2017	\$9,475.22
October 1, 2017 to December 31, 2017, Invoice date December 31, 2017	\$9,475.22
2018	
January 1, 2018 to March 31, 2018, Invoice date March 31, 2018	\$9,759.48
April 1, 2018 to June 30, 2018, Invoice date June 30, 2018	\$9,759.48
July 1, 2018 to September 30, 2018, Invoice date September 30, 2018	\$9,759.48
October 1, 2018 to December 31, 2018, Invoice date December 31, 2018	\$9,759.48
2019	
January 1, 2019 to March 31, 2019, Invoice date March 31, 2019	\$10,052.26
April 1, 2019 to June 30, 2019, Invoice date June 30, 2019	\$10,052.26
July 1, 2019 to September 30, 2019, Invoice date September 30, 2019	\$10,052.26
October 1, 2019 to December 31, 2019, Invoice date December 31, 2019	\$10,052.26
2020	

January 1, 2020 to March 31, 2020, Invoice date February 28, 2020	\$10,353.83
April 1, 2020 to June 30, 2020, Invoice date May 31, 2020	\$10,353.83
July 1, 2020 to September 30, 2020, Invoice date August 31, 2020	\$10,353.83
October 1, 2020 to December 31, 2020, Invoice date November 30, 2020	\$10,353.83
Existing Cloverleaf Integration Services Maintenance & Support Total	\$195,360.12

Section A.1.a, A.1.b. Existing Cloverleaf Global Monitoring and High Availability (Payments are based on Calendar Year)	Amount (per compensable increment)
<u>Existing Component System Licenses</u>	
2017	
<p>A single, one-time, fixed cost to provide the perpetual licenses to the State for use of the Cloverleaf Global Monitoring software and Cloverleaf Integration Services – High Availability which includes the following components:</p> <ul style="list-style-type: none"> Cloverleaf Global Monitor Cloverleaf Integration Services Cloverleaf Integration Services Threads (Unlimited) Cloverleaf Integration Services CPU/Core (4) Cloverleaf ODBC Data Integrator Cloverleaf Integration services – Tcl Cloverleaf Security Server Cloverleaf Application Adapter – Web Services Cloverleaf Global Monitor (for High Availability) <p>The Contractor may invoice for these licenses upon contract signing. Invoice shall be paid within thirty (30) days upon receipt by the State.</p>	\$192,500.00
<u>Existing Maintenance & Support</u>	
2017: July 01, 2017 through December 31, 2017. The Contractor may invoice for this maintenance upon contract signing. Invoice shall be paid within thirty (30) days upon receipt by the State.	\$19,250.00
2018: January 01, 2018 through December 31, 2018 Invoice Date January 01 2018	\$40,810.00
2019: January 01, 2019 through December 31, 2019 Invoice Date January 01 2019	\$43,258.60
2020: January 01, 2020 through December 31, 2020 This amount to be invoiced in Quarterly increments beginning January 01, 2020	\$45,854.12
<u>Services</u>	
<p>Installation Services - Cloverleaf High Availability:</p> <p>The Contractor may invoice for these services upon completion and State's approval and acceptance of all deliverables as described in Attachment 2. Invoice shall be paid within thirty (30) days upon receipt by the State.</p>	\$9,000.00
Existing: Cloverleaf Global Monitoring and High Availability Total	\$350,672.72

Section A.1.c, A.1.d, A.1.e. Additional Cloverleaf Licenses, Maintenance & Support (Payments are based on Calendar Year)	Amount (per compensable increment)
<u>Additional Component System Licenses</u>	
A single, one-time, fixed cost to provide the perpetual licenses to the State for use of the Component Systems and quantities listed below: Cloverleaf Integration Services (1) Cloverleaf Integration Services Threads (1) Cloverleaf Integration Services CPU/Core (4) The Contractor may invoice for this maintenance upon contract signing. Invoice shall be paid within thirty (30) days upon receipt by the State.	\$142,500.00
<u>Additional Maintenance & Support</u>	
2019: January 01, 2019 through December 31, 2019. The Contractor may invoice for this maintenance upon contract signing. Invoice shall be paid within thirty (30) days upon receipt by the State.	\$31,350.00
2020: January 01, 2020 through December 31, 2020. This amount to be invoiced in Quarterly increments beginning January 01, 2020	\$33,231.00
Additional: Licensing and Maintenance & Support Total	\$207,081.00
<u>Consulting</u>	
2020: January 01, 2020 through December 31, 2020. Consulting services to be approved by the State prior to services being rendered. Consulting rate paid at \$245/hour, not to exceed \$10,000 total.	\$245/Hour

7. Contract section C.5. is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The State will pay each Contractor invoice within thirty (30) days of the date of invoice. Contractor shall submit invoices to the following address:

Scott Creel
Information Technology Services Division
Department of Health
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Health, Division of Information Technology Services
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number; Referenced in Preamble of this contract
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;

- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

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

8. Contract section D.2. is deleted in its entirety and replaced with the following:

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 certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Brandon Corbin, Chief Information Officer
 Information Technology Services Division
 Tennessee Department of Health
 6th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
Brandon.Corbin@tn.gov
 Telephone # 615-253-5417
 FAX # 615-532-5114

The Contractor:

General Counsel
 40 General Warren Blvd Suite # 110
 Malvern, PA 19355, USA
 FAX number 678-319-8949
 Or to such other place as Contractor may subsequently designate for its receipt of notices

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

9. The following section is added as D.32.

D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that

engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor 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.

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

Amendment Effective Date. The revisions set forth herein shall be effective December 31, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

INFOR (US), INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF HEALTH:

LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

DATE



SERVICES WORK ORDER

This Services Work Order ("Work Order") is subject to all terms and conditions of the Software Customer Agreement Master Terms and Conditions between **Infor (US), Inc.** (formerly Lawson Software, Inc., successor to Lawson Software Americas, Inc.) ("Infor") and **State of Tennessee, Department of General Services on behalf of the Department of Health** ("Licensee") with an Effective Date of August 30, 2011 (the "Agreement"). All terms of the Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Agreement.

Effective date of this Work Order: Last date of signature below

Work Order Number: OP-02366480

Prepared By: Mary Ann McLester

Approved By: KC Bacher

Project Name:	Cloverleaf Implementation Services Disaster Recovery Scripts		
Objective:	Implementation of Cloverleaf Disaster Recovery Scripts.		
Project Scope			
Infor will provide Cloverleaf Disaster Recovery Script services as defined in the Project Deliverable section below.			
Project Deliverables			
Deliverables:			
<ol style="list-style-type: none"> 1) Disaster Recovery scripts (DR) for [REDACTED] or [REDACTED] 2) Install scripts including any applicable patches. 3) Configure scripts to operate in Licensee's environment. 4) Relocate sites and/or product to shared disk, if required. 5) Configure DR Synchronization services. 6) Test DR failover of product. 			
Project Assumptions			
Prerequisites: <ul style="list-style-type: none"> • DR Server is installed on a qualified server with the same Cloverleaf version as production. • DR Synchronization services from Cloverleaf Production can reach the Cloverleaf DR server. 			
Project Exclusions			
None specified.			
Infor Responsibilities			
Infor will provide a technical resource to perform services in accordance with this Work Order.			
Licensee Responsibilities			
Licensee shall provision and provide all hardware components and any software licenses.			
Licensee shall grant appropriate user access for all Cloverleaf application servers.			
Fixed Fee			
Resource Role			Fixed Fee (US\$)
ICS Consultant Sr.			\$9,000.00
			\$
			\$
Total*			\$9,000.00
CURRENCY:			US DOLLARS

*All amounts are in US Dollars unless otherwise specified

All services are provided on a fixed fee basis and shall be billed upon commencement of the services. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. Licensee acknowledges and agrees that any delays or changes caused by Licensee or Licensee's other

contractors or suppliers may cause an increased in the amount of any fixed fee. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at \$0.00 per hour.

LOCATIONS: Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

PAYMENT: Infor will invoice Licensee for all services and applicable charges upon commencement of the services. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

Infor (US), Inc.

LICENSEE: State of Tennessee, Department of General Services on behalf of the Department of Health

Signature: _____
 Printed Name: _____
 Title: _____
 Address: 380 St. Peter Street
 Address: St. Paul, MN 55102
 Signature Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Address: _____
 Address: _____
 Signature Date: _____

Invoices MUST be mailed to:

**Delivery Address:
 If different from above**

Company Name: _____
 Contact Name: _____
 Address: _____
 Address: _____
 Phone: _____
 Email Address: _____

Company Name: _____
 Contact Name: _____
 Address: _____
 Address: _____
 Phone: _____
 Email Address: _____

Licensee Site Addresses:

SERVICES ENGAGEMENT SET UP – INTERNAL USE ONLY	
Engagement Manager:	
CLARITY USERS	
Time Approver:	Alternate Approver:
Item Class:	Product:
CHANGEPOINT USERS	
Expense & Alternate Approver:	
Customer Acct #:	RHQ/Business Unit:
Customer Type:	Billing Office:
Region/Vertical:	Location State (Work Performed):
Item Class:	Product:



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34360-42415	Edison ID 48082	Contract # FA1648082	Amendment # 2
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Contractor Legal Entity Name Infor (US), Inc.	Edison Vendor ID 155595
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Amendment Purpose & Effect(s)
This amendment is to renew the existing contract for 12-months per renewal option.

Amendment Changes Contract End Date: YES NO **End Date:** December 31, 2019

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$0**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$18,398.48				\$18,398.48
2017	\$37,348.92				\$37,348.92
2018	\$279,624.40				\$279,624.40
2019	\$40,828.89				\$40,828.89
2019	\$40,828.89				\$40,828.89
Optional Year 2020	\$85,368.54				\$85,368.54
Optional Year 2021	\$43,634.72				\$43,634.72
TOTAL:	\$546,032.84				\$546,032.84

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

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

CPO USE
FA-16-48082-02

Speed Chart (optional) HL00011979	Account Code (optional) 70899000
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**AMENDMENT TWO
OF CONTRACT FA1648082**

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

Contract section B.1. is deleted in its entirety and replaced with the following:

- B.1. This contract shall be effective for the period beginning January 1, 2016 and ending December 31, 2019. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within the specified contract period.

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

- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

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

Amendment Effective Date. The revisions set forth herein shall be effective January 01, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

INFOR (US), INC:



SIGNATURE

12/28/2018

DATE

Brad Steiner, SVP and Deputy General Counsel

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner - BS

Digitally signed by John J. Dreyzehner - BS
DN: cn=John J. Dreyzehner - BS, o, ou,
email=Brandon.C.Silby@tn.gov, c=US
Date: 2018.12.28 11:48:23 -06'00'

John J. Dreyzehner MD MPH FACOEM, Commissioner

DATE



Amendment Technology

Subject 34301 Infor, Amendment 3

Review/Edit Approvers

Amendment Technology

Amendment Technology: 564: Approved

Amendment Technology

Approved

✓ Lindsay Oliveras
Agency Forms Approver
10/28/19 - 1:40 PM



Approved

✓ Mark Naftel
CPO Tech Forms Approver
10/28/19 - 3:19 PM

OK

Agency request tracking #	34360-42415
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p>Lindsay Oliveras</p> <p>Digitally signed by Lindsay Oliveras DN: cn=Lindsay Oliveras, o=TN Dept. of Health, ou, email=lindsay.r.oliveras@tn.gov, c=US Date: 2019.10.25 13:04:07 -05'00'</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34360-42415	Edison ID 48082	Contract # FA1648082	Amendment # 1		
Contractor Legal Entity Name Infor (US), Inc.			Edison Vendor ID 155595		
Amendment Purpose & Effect(s) This amendment will provide additional software for the Cloverleaf system that will deliver automatic and seamless system recovery, and an enhanced monitoring system that will reduce the need for constant human monitoring.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 31, 2018			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			Increase: \$392,088.04		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$18,398.48				\$18,398.48
2017	\$37,348.92				\$37,348.92
2018	\$279,624.40				\$279,624.40
2019	\$40,828.89				\$40,828.89
Optional Year 2019	\$40,828.89				\$40,828.89
Optional Year 2020	\$85,368.54				\$85,368.54
Optional Year 2021	\$43,634.72				\$43,634.72
TOTAL:	\$546,032.84				\$546,032.84
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			<i>CPO USE</i> FA-16-48082-01		
Speed Chart (optional) HL00011979		Account Code (optional) 70899000			

**AMENDMENT ONE
OF CONTRACT FA1648082**

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

1. Contract Section A.1 is deleted in its entirety and replaced with the following:
 - A.1 The Contractor shall provide Maintenance and Support Services for Component Systems as described A.1.a, A.1.b, and A.1.c according to the terms contained herein. Contractor also shall grant licenses to the State for the components described in A.1.b and A.1.c according to the terms and conditions of the License Agreement.

a.

	Part # (if applicable)	Component Systems	User Restriction		Support Level
			Quantity	Type	
1	HVI-CLIS-CORE	Cloverleaf Integration Services Prod Eng CPUCores	4	CPUCORE	XTP
2	HVI-CLIS	Cloverleaf Integration Services	1	SV	XTP
3	HVI-CLIS-THRD	Cloverleaf Integration Services Threads	1	UNLTHRD	XTP
4	HVI-CLODBC	Cloverleaf ODBC Data Integrator	1	CDB	XTP
5	HVI-CLSS	Cloverleaf Security Server	1	SV	XTP
6	HVI-CLTCL	Cloverleaf Integration Services-Tcl	1	CDB	XTP
7	HVI-CLAWS	Cloverleaf Application Adapter – Web Services	1	SV	XTP

b. **PROD: Nashville**

	Part # (if applicable)	Component Systems	User Restriction		Support Level
			Quantity	Type	
1	HVI-CLGM	Cloverleaf Global Monitor	1	SV	XTP

c. **ADRS (Active Disaster Recovery): Nashville**

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	HVI-CLIS	Cloverleaf Integration Services	1	SV	XTP
2	HVI-CLIS-THRD	Cloverleaf Integration Services Threads	1	UNLTH RD	XTP

3	HVI-CLIS-CORE	Cloverleaf Integration Services CPU/Core	4	CPUC ORE	XTP
4	HVI-CLODBC	Cloverleaf ODBC Data Integrator	1	CDB	XTP
5	HVI-CLTCL	Cloverleaf Integration Services-Tcl	1	CDB	XTP
6	HVI-CLSS	Cloverleaf Security Server	1	SV	XTP
7	HVI-CLAWS	Cloverleaf Application Adapter - Web Services	1	SV	XTP
8	HVI-CLGM	Cloverleaf Global Monitor	1	SV	XTP

d. Definitions for User Restriction field:

- (1) **"User Restriction"** - Means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement
- (2) **"CDB" = Connected Databases** - Means each interface to a single instance of a virtual or physical database management system.
- (3) **"CPUCORE" = CPU Cores** - Quantity represents the maximum number of Central Processing Unit Cores ("CPU Cores") visible to the operating system or utilized by the Component System at peak times. All CPU Cores utilized must be licensed.
- (4) **"SV" = Server** - Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.
- (5) **"UNLTHRD" = Unlimited Threads** - Means an unlimited number of THRD(S) licensed for use within a specific Component System licensed under this Order Form. THRD means the maximum number of Threads licensed for use within a specific Component System licensed under this Order Form. "Thread" means one (1) unique connection to an application (port address, or data object as defined by the thread properties, with data routed in one direction). Each Thread is represented by a unique name and icon within the applicable Component System.

e. Definitions for Support Level field

- (1) Descriptions of the Support levels can be found at:
<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>
- (2) **"XT"** = Infor Essential (24x5)
- (3) **"XTP"** = Infor Premium (24x7)
- (4) **"XTE"** = Infor Elite (24x7) Plus

2. The following is added to Contract Section A.8.

A.8 Additional Component System Terms

- a. Each Thread is represented by a unique name and icon within the applicable Component System.
- b. Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems licensed herein, Delivery shall be FOB Shipping Point.
- c. The State's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services The State may choose to purchase from Contractor contemporaneously with this Agreement or in the future.

- d. Licensee/Patient Information and Other Materials or Data. The State represents and warrants that it owns or has obtained all rights in the Licensee/patient information and other materials and data necessary so that the use of those materials and data by Contractor to provide support, maintenance or other services State does not violate any intellectual property rights, privacy rights or other third party rights.
- e. Medical Care and Other Limitations. State acknowledges that Contractor is not engaged in the practice of medicine and is not responsible for any medical practice management or patient care decisions made using the Component Systems or Services, or any modification or customization of the Component Systems. State acknowledges that the processes, forms and reports contained in or produced from the Component Systems or Services: (i) are for State owned or public information only, (ii) could include errors and (iii) are not substitutes for representatives of the State professional judgment. The Component Systems are not designed or intended for use in any nuclear, aviation, mass transit, life support or other inherently dangerous applications.
- f. Adapters: "Adapters" are computer software programs designed for use in processing data generated by Third Party Software. Component Systems that constitute Adapters are identified by use of the term "Adapter" in the Component System description above. Adapters are intended for use with a particular version and/or release of Third Party Software. Version and release schedules for Third Party Software are not within Infor's control. In the event that any version or release of Third Party Software requires any update, modification or enhancement to an Adapter, Contractor reserves the right, in its sole discretion, to determine whether (i) such updated, modified or enhanced Adapter will be made available to Licensee as an enhancement pack at no charge, or (ii) such updated, modified or enhanced Adapter will be made available for purchase by Licensee as a separate Component System.
- g. Active Disaster Recovery Support. If Licensee maintains Support for the production server, Licensee must subscribe to the same level of Support for the disaster recovery server as it does for the production server: provided, however, Critical Incident Support will be provided only for either the production server or the disaster recovery server when used in a production environment.

3. The following is added as Contract Section A.9.

A.9. Infor Global Monitoring.

The Contractor shall provide the Cloverleaf Global Monitoring software and one (1) perpetual server license to the State. Payment for license shall be made as a single, one-time fixed cost to provide the perpetual license to the State as described in Contract Section C.3.a. The Contractor shall provide remote consultation for the installation and configuration of the Global Monitoring software into the State's designated environment. The Contractor shall provide software maintenance and support as indicated in Section A.2. of this contract.

4. The following is added as Contract Section A.10.

A.10. Infor Disaster Recovery.

The Contractor shall provide Cloverleaf Disaster Recovery. The Contractor shall provide remote consultation for the installation and configuration of the software into the State's designated environment and meet all deliverables described in Attachment 2 - Infor Disaster Recovery SOW. The Contractor shall complete these activities to the approval and acceptance of the State prior to distribution of payment for the services described in Attachment 2 – Infor Disaster Recovery SOW. The Contractor shall provide software maintenance and support as indicated in Section A.2. of this contract.

5. The following is added as Contract Section A.11.

A.11. Active Disaster Recovery License

The Component Systems listed above in Section A1, licensed as an Active Disaster Recovery License are subject to the following additional terms and conditions:

- a. The State may install one copy of the Component System on a single, non-production server solely for disaster recovery purposes. At no time may the disaster recovery server be used in a production environment except (i) to provide temporary backup during planned or unplanned outages of the production server, or (ii) to permanently replace the production server. The disaster recovery server may only be used in a production environment if the production server is not then in use; and, if so used in a production environment, the disaster recovery server shall be subject to the same User Restrictions as would apply to the production server. Data on the production server may be replicated in real time or periodically to the disaster recovery server. State agrees to promptly notify the Contractor once the disaster recovery server has been used in a production environment thirty (30) consecutive days.
- b. In the case of tier-based, model-based or processor-based licenses, the disaster recovery server must be on the same type of hardware as the production server.
- c. If the State maintains Support for the disaster recovery server, The State must subscribe to the same level of Support for the disaster recovery server as it does for the production server: provided, however, Critical Incident Support will be provided only for either the production server or the disaster recovery server when used in a production environment.
- d. This Active Disaster Recovery License will remain valid for so long as the State maintains a separate production license for the Component System. In the event the production license terminates, this Active Disaster Recovery License shall also terminate.

Anything in the License Agreement to the contrary notwithstanding, Contractor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems listed in A.1.b and A.1.c will substantially conform to the user Documentation provided by Contractor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Contractor's Support obligations, or (b) previously licensed Component Systems for which the State is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

6. Contract Section "B.1." is deleted in its entirety and replaced with the following:

Unless terminated earlier in accordance with this Agreement, this Contract shall be effective on January 1, 2016 ("Effective Date") and extend for a period of thirty six (36) months after the Effective Date ("Term"). The State shall have no obligation for Support provided under this Contract by the Contractor prior to the Effective Date.

7. Contract Section "C.1. Maximum Liability" is deleted in its entirety and replaced with the following:

Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Forty Six Thousand Thirty Two Dollars and Eighty Four Cents (\$546,032.84). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor shall be compensated based upon the following payment methodology:

CLOVERLEAF INTEGRATION SERVICES MAINTENANCE & SUPPORT COVERAGE PERIOD FOR COMPONENT SYSTEMS LICENSES PURCHASE EFFECTIVE JANUARY 01 2016 (Payments are based on Calendar Year)	FEE
2016	
January 1, 2016 to March 31, 2016, Invoice date March 31, 2016	\$ 9,199.24
April 1, 2016 to June 30, 2016, Invoice date June 30, 2016	\$ 9,199.24
July 1, 2016 to September 30, 2016, Invoice date September 30, 2016	\$ 9,199.24
October 1, 2016 to December 31, 2016, Invoice date December 31, 2016	\$ 9,199.24
2017	
January 1, 2017 to March 31, 2017, Invoice date March 31, 2017	\$ 9,475.22
April 1, 2017 to June 30, 2017, Invoice date June 30, 2017	\$ 9,475.22
July 1, 2017 to September 30, 2017, Invoice date September 30, 2017	\$ 9,475.22
October 1, 2017 to December 31, 2017, Invoice date December 31, 2017	\$ 9,475.22
OPTIONAL YEARS	
2018	
January 1, 2018 to March 31, 2018, Invoice date March 31, 2018	\$ 9,759.48
April 1, 2018 to June 30, 2018, Invoice date June 30, 2018	\$ 9,759.48
July 1, 2018 to September 30, 2018, Invoice date September 30, 2018	\$ 9,759.48
October 1, 2018 to December 31, 2018, Invoice date December 31, 2018	\$ 9,759.48
2019	
January 1, 2019 to March 31, 2019, Invoice date March 31, 2019	\$ 10,052.26
April 1, 2019 to June 30, 2019, Invoice date June 30, 2019	\$ 10,052.26
July 1, 2019 to September 30, 2019, Invoice date September 30, 2019	\$ 10,052.26
October 1, 2019 to December 31, 2019, Invoice date December 31, 2019	\$ 10,052.26
2020	
January 1, 2020 to March 31, 2020, Invoice date February 28, 2020	\$ 10,353.83
April 1, 2020 to June 30, 2020, Invoice date May 31, 2020	\$ 10,353.83
July 1, 2020 to September 30, 2020, Invoice date August 31, 2020	\$ 10,353.83
October 1, 2020 to December 31, 2020, Invoice date November 30, 2020	\$ 10,353.83
Cloverleaf Integration Services Maintenance & Support Total	\$195,360.12

Cloverleaf Global Monitoring and Disaster Recovery (Payments are based on Calendar Year)	Amount (per compensable increment)
2017	
Component System Licenses	

<p>A single, one-time, fixed cost to provide the perpetual licenses to the State for use of the Cloverleaf Global Monitoring software and Cloverleaf Integration Services – Active Disaster Recovery (ADRS) which includes the following components:</p> <ul style="list-style-type: none"> Cloverleaf Global Monitor Cloverleaf Integration Services Cloverleaf Integration Services Threads (Unlimited) Cloverleaf Integration Services CPU/Core (4) Cloverleaf ODBC Data Integrator Cloverleaf Integration services – Tcl Cloverleaf Security Server Cloverleaf Application Adapter – Web Services Cloverleaf Global Monitor (for Disaster Recovery) <p>The Contractor may invoice for these licenses upon contract signing. Invoice shall be paid within thirty (30) days upon receipt by the State.</p>	\$192,500.00
<p>Maintenance</p> <p>The maintenance period shall cover July 01, 2017 to December 31, 2017. The Contractor may invoice for this maintenance upon contract signing. Invoice shall be paid within thirty (30) days upon receipt by the State.</p>	\$ 19,250.00
<p>Services</p> <p>Installation Services - Cloverleaf Active Disaster Recovery: The Contractor may invoice for these services upon completion and State's approval and acceptance of all deliverables as described in Attachment 2. Invoice shall be paid within thirty (30) days upon receipt by the State.</p>	\$ 9,000.00
<p>Cloverleaf Global Monitoring and Active Disaster Recovery Total</p>	\$220,750.00
<p>Cloverleaf Global Monitoring and Active Disaster Recovery Maintenance – Optional Years (Payments are based on Calendar Year)</p>	
<p>2018: January 01, 2018 through December 31, 2018 Invoice Date January 01 2018</p>	\$ 40,810.00
<p>2019: January 01, 2019 through December 31, 2019 Invoice Date January 01 2019</p>	\$ 43,258.60
<p>2020: January 01, 2020 through December 31, 2020 Invoice Date January 01 2020</p>	\$ 45,854.12
<p>Cloverleaf Global Monitoring and Active Disaster Recovery Maintenance Total - Optional Years. Invoices shall be paid within thirty (30) days upon receipt by the State.</p>	\$129,922.72

9. Contract Attachment 2- "Infor Disaster Recovery SOW" attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

INFOR (US), INC.:

DocuSigned by:

 E79E3209BBAA4E6

October 13, 2017 | 9:39:07 AM EDT

SIGNATURE

DATE

Gregory M Giangiordano

SVP & General Counsel

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner - BS

Digitally signed by John J. Dreyzehner - BS
DN: cn=John J. Dreyzehner - BS, o, ou,
email=Brandon.C.Silby@tn.gov, c=US
Date: 2017.10.13 17:29:45 -05'00'

John J. Dreyzehner MD MPH FACOEM, Commissioner

DATE



CONTRACT

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

Begin Date January 1, 2016	End Date December 31, 2017	Agency Tracking # 34360-42415	Edison Record ID 48082
Contractor Legal Entity Name Infor (US), Inc.			Edison Vendor ID 155595

Goods or Services Caption (one line only)
Computer Software Support Services

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA # Multiple – see CPW summary sheet supplement worksheet
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$18,398.48				\$18,398.48
2017	\$37,348.92				\$37,348.92
2018	\$18,950.44				\$18,950.44
Optional Year 2018	\$19,518.96				\$19,518.96
Optional Year 2019	\$39,623.48				\$39,623.48
Optional Year 2020	\$20,104.52				\$20,104.52
TOTAL:	\$153,944.80				\$153,944.80

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees

Other: Non-Minority/Disadvantaged

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

Competitive Selection

Other
Renewal contract for proprietary software support. No non-competitive process. Vendor is sole source for providing support for this proprietary software.

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

Butch Jack
Ku

Speed Chart (optional) HL00011979	Account Code (optional) 70899000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
INFOR (US), INC.**

This Contract, by and between the State of Tennessee, Department of Health ("State") and Infor (US), Inc. ("Contractor"), is for the provision of Support for the proprietary Cloverleaf Component System(s), as further described in the "SCOPE" and Software Support Agreement. The Component Systems listed in Section C.3 below are and remain subject to an existing Software License Agreement effective August 30, 2011 (the "License Agreement") between Contractor and the State. Notwithstanding anything in the License Agreement, support and maintenance for such Component Systems (and any Component Systems made part of this Contract under a signed Order Form) are covered by this Contract. This Contract is subject to the applicable terms of the attached Software Support Agreement (the "Support Agreement") including the attached Infor Xtreme Support Summary. The Contract and related Software Support Agreement are referred to herein as the "Contract". All terms of the Support Agreement are incorporated herein by reference. State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract. Capitalized terms not defined herein are defined in the Software Support Agreement.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 203469219

A. SCOPE:

A.1. The Contractor shall provide Maintenance and Support Services for Cloverleaf® Integration Services, one (1) Security Server module (formerly known as Advanced Security)-limited to one (1) server, and one (1) Data Integrator (ODBC Module) License-limited to one (1) server.as required, described, and detailed herein in accordance with this Contract.

A.2. Software Maintenance and Support.

- a. Support Services. The Contractor shall have the right to (i) assign and reassign personnel as it deems appropriate in its discretion to perform Support and (ii) subcontract the performance of Support, subject to Section D.7 below, provided the Contractor remains liable for the Support to the same extent as if such Support had been performed by the Contractor's employees. The Contractor shall not be responsible for any delay in, or inability to perform, any of its obligations that are the result of any failure or delay by the State in the performance of its obligations.
- b. Covered Component Systems. The Contractor will provide the Support for the most current release of a Component System and the immediately preceding release. Once a release has been made generally available, the State should convert to the latest release in order to insure uninterrupted service and continued Support.
- c. On-Site Assistance. Support will be provided from the Contractor through the use of WebEx Remote Access and [REDACTED] Virtual Private Network) to perform the necessary support.
- d. Exclusions. The Contractor is not required to perform Support with respect to the following:
 - (1) Assistance in resolving problems due to the State's modification of the Component Systems;
 - (2) Problems encountered as a result of non-Contractor product offerings co-resident on the system hub machine;
 - (3) Assistance in resolving software problems other than those associated with Component Systems, including, but not limited to, problems with the hardware and its operating system, communications and system administration-related problems;
 - (4) Assistance in migrating to new releases of other software products;
 - (5) Assistance in resolving problems due to using the Component System in an operating environment not specified by the Documentation;



- (6) The State's failure to use the Component System(s) in accordance with the applicable Documentation; and
- (7) The State's failure to use error corrections previously provided by the Contractor.

A.3. Component System Updates. The State shall be entitled to any Updates of the Component System and any associated Documentation under paid Support, which such Updates and associated Documentation are hereby provided and shall be used pursuant to the terms, conditions and restrictions of the current Software License Agreement and attached Software Support Agreement, provided that the State, at all times, maintains a valid Software License Agreement and a Software Support Agreement. Updates shall not include any major modifications, options or future products that the Contractor in its sole discretion determines to license separately and charge a separate license fee.

A.4. State's Responsibilities.

a. State shall:

- (1) Provide, at State's expense, capability to connect to the server hosting the Cloverleaf® Integration Services application via a software package titled WebEx Remote Access and [REDACTED] Virtual Private Network). The Contractor will remote into the State's System Administrator's computer via WebEx and then the System Administrator will remote into the server hosting Cloverleaf® Integration Services application via [REDACTED].
- (2) Provide Contractor with full and free access to the Component Systems (security and sign-on instructions must be supplied for all options/applications), host equipment and all State's data used by the Component Systems during the times mutually agreed to by the parties, but in all such cases, the State will not unreasonably interfere with Contractor's ability to perform Support. Access to such data shall be used exclusively for Contractor to perform the Service. "Data" shall be defined as any form of electronic information. "Data" may also be any electronic file that is sent from one computer to another.
- (3) Assign two (2) points of contact ("Technical Contacts"). These Technical Contacts will coordinate the reporting of issues to Contractor, and should be a Technical Analyst, System Administrator or Project Manager. State may change its Technical Contacts upon providing written notice to Contractor. State designates the following Technical Contacts:

James White, Technical Analyst, 615/741-8409

Serjik Jookar, Server Support, 615/532-8649
- (4) Cooperate fully with Contractor's reasonable requests for information, personnel and time necessary to provide Support, including providing information for Contractor to reproduce the error(s) reported by the State.

A.5. Intellectual Property. The parties agree that any Updates provided to the State by the Contractor are the Contractor's or its supplier's proprietary software, and as such, the State shall be bound by the terms, conditions and restrictions set forth in the Software License Agreement related to the intellectual property rights of Contractor.

A.6. Limited Warranty and Disclaimer.

a. Limited Warranty. Contractor represents and warrants that during the period under which the State is under paid Support, all Support services provided by Contractor to the State under this Contract shall be provided in a professional manner, with reasonable care and skill and in accordance with Exhibit A, Service Level Agreement.

b. Disclaimer of Warranties. **LICENSEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS PROVIDED IN SECTION A.6(A) ABOVE,**



CONTRACTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

- A.7 Inspection and Acceptance. The State shall have the right to inspect all Support provided by Contractor under this Contract. If, upon inspection, the State determines that Support does not meet the warranty set forth in Section (A.6 above) (is "Defective"), the State shall notify Contractor in writing, and Contractor shall within thirty (30) days of receipt of such notice from the State specifying the breach, re-deliver such Support in accordance with A. 6 above at no additional cost to the State. If despite its reasonable efforts, Contractor is unable to provide the State with Support in compliance with the foregoing warranty, then, subject to the limitations set forth in Section D.18 of this Contract, the State may pursue its remedies under this Contract and at law to recover direct damages resulting from the breach of this limited warranty. If after a period of thirty (30) days following delivery of Support the State does not provide a notice of Defective Support, the Support services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1 Unless terminated earlier in accordance with this Agreement, this Contract shall be effective on January 1, 2016 ("Effective Date") and extend for a period of twenty four (24) months after the Effective Date ("Term"). The State shall have no obligation for Support provided under this Contract by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. Unless terminated earlier in accordance with this Agreement, the State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be affected through contract amendment, and shall be based upon payment rates provided in the original Contract with such increases then currently negotiated by the parties.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State for payments for Support under this Contract exceed One Hundred Fifty-Three Thousand Nine Hundred Forty-Four Dollars and Eighty Cents (\$153,944.80). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for Support provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. and the Travel Compensation, if any, provided in Section C.4 of this Contract shall constitute the entire compensation due the Contractor for all Support provided under this Contract regardless of the difficulty, materials or equipment required through **December 31, 2017 and may be extended by the State through December 31, 2019.** The payment



methodology includes all fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor. After December 31, 2019, Support services will be subject to successive increases as agreed to in writing by the parties on an annual basis not to exceed 6% or the then-current year-over-year increase in the Consumer Price Index, whichever is greater.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for Support services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor shall be compensated based upon the following payment methodology:

MAINTENANCE AND SUPPORT COVERAGE PERIOD	FEE
<u>2016</u>	
January 1, 2016 to March 31, 2016, Invoice date March 31, 2016	\$9,199.24
April 1, 2016 to June 30, 2016, Invoice date June 30, 2016	\$9,199.24
July 1, 2016 to September 30, 2016, Invoice date September 30, 2016	\$9,199.24
October 1, 2016 to December 31, 2016, Invoice date December 31, 2016	\$9,199.24
<u>2017</u>	
January 1, 2017 to March 31, 2017, Invoice date March 31, 2017	\$ 9,475.22
April 1, 2017 to June 30, 2017, Invoice date June 30, 2017	\$ 9,475.22
July 1, 2017 to September 30, 2017, Invoice date September 30, 2017	\$ 9,475.22
October 1, 2017 to December 31, 2017, Invoice date December 31, 2017	\$ 9,475.22
<u>2018 (Optional Year)</u>	
January 1, 2018 to March 31, 2018, Invoice date March 31, 2018	\$ 9,759.48
April 1, 2018 to June 30, 2018, Invoice date June 30, 2018	\$ 9,759.48
July 1, 2018 to September 30, 2018, Invoice date September 30, 2018	\$ 9,759.48
October 1, 2018 to December 31, 2018, Invoice date December 31, 2018	\$ 9,759.48
<u>2019 (Optional Year)</u>	
January 1, 2019 to March 31, 2019, Invoice date March 31, 2019	\$ 10,052.26
April 1, 2019 to June 30, 2019, Invoice date June 30, 2019	\$ 10,052.26
July 1, 2019 to September 30, 2019, Invoice date September 30, 2019	\$ 10,052.26
October 1, 2019 to December 31, 2019, Invoice date December 31, 2019	\$ 10,052.26
Total Contract Amount	\$153,944.80

C.4. Additional Costs. Unless requested by the State, the Contractor shall not incur or be compensated or reimbursed for travel time, travel expenses, meals, or lodging under this Contract. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations."

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."

C.5. Invoice Requirements. The State will pay each Contractor invoice within thirty (30) days of the date of invoice. Contractor shall submit invoices to the following address:



Carole Sumner
Information Technology Services Division
Department of Health
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Health, Division of Information Technology Services
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number; Referenced in Preamble of this contract
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
 - b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax for which the State provides Contractor a valid tax exempt certification, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
 - c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State and agreed to in writing by Contractor, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor. This right to deduct from amounts is subject to Contractor's prior written approval.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.



- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- 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 certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Mike Newman, Chief Information Officer
Information Technology Services Division
Tennessee Department of Health
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Mike.Newman@tn.gov
Telephone # 615-253-5417
FAX # 615-532-5114

The Contractor:

General Counsel
40 General Warren Blvd Suite # 110
Malvern, PA 19355, USA
FAX number 678-319-8949
or to such other place as Supplier may subsequently designate for its receipt of notices

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. **The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.**
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. **The State's exercise of its right to terminate this Contract due to the unavailability of funds shall not constitute a breach of Contract by the State.** Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all Support completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount based on such termination.
- D.5. Termination for Convenience. Either party may terminate this Contract without cause for any reason. **A party's exercise of its right to terminate this Contract for convenience shall not be deemed a breach of contract by either party.** The terminating party shall give the other Party at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all Support completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any Support that has not been provided, nor shall either party be relieved of any liability to the other party for any damages or claims arising under this Contract.



- D.6. Termination for Cause. If a party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a party materially violates any terms of this Contract ("Breach Condition"), the other party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for Support performed. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies as permitted herein.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the Support provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract. The State may not assign or otherwise transfer any of its rights or obligations under this Support Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Contractor, which shall not be unreasonably withheld. For purposes of this Support Agreement, "assignment" by the State shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of the State, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract. The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (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 six (6) months has been, an employee of the State.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of *Tenn. Code Ann. § 12-3-309* 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 agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. Any such audit shall be conducted by the State in accordance with Contractor's reasonable security, access and confidentiality policies.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability under this Contract except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise whether or not the State has been advised of the possibility of such damages. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. The Contractor shall have no liability except as specifically provided in this Contract. In no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, product liability, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise and whether or not the Contractor has been advised of the possibility of such damages or whether any remedy set forth herein fails of its essential purpose. The Contractor's liability for all claims arising under this Contract shall be limited to Fifty Thousand (\$50,000) per contract year or if required by state law, two (2) times the value of the contract. Provided that in no event shall this Section limit the liability of the Contractor for: (i) any Contractor's indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.



- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all liabilities, losses, and causes of action that the State incurs as a result of any third party claim for bodily injury or damage to tangible personal property to the extent arising from acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf under this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. Contractor's obligation to indemnify the State under this Section D.19 is contingent upon the State, in writing, granting Contractor the right to participate in the defense of any such claim and of all negotiations for its settlement or compromise. If the State chooses to represent its own interests in any such action in accordance with Tenn. Code Ann Sections 8-6-106, the State may do so at its own expense, but such representation must not prejudice Contractor's right to defend the claim and negotiate its settlement or compromise.
- D.20. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or



property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employees fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract to the extent applicable to Contractor.



- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. Any damages incurred by the State as a result of Contractor's breach of its obligations in this Section D.21 shall not be subject to the limitations of Contractor's liability contained in section D.18.
- D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- 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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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 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.
- The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract.



Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.28. Entire Agreement. This Contract and the Software Support Agreement (including Order Forms they pertain to Support) constitute the entire understanding between the Parties relating to its subject matter, 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, whether written or oral. This Contract and the Software Support Agreement shall apply notwithstanding any provisions in either (a) a purchase order or other instrument submitted by the State, or (b) any invoice or other document submitted by Contractor. Any purchase order or similar document, which may be issued by the State in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Support Order Forms entered into pursuant hereto may be signed in counterparts.
- D.29. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits; and
 - c. the Software Support Agreement (including any Order Forms and License Agreement only as it pertains to Support).

The terms of this Contract shall be given full effect prior to the application of any term in the Software Support Agreement. To the extent of an inconsistency or conflict, the terms of this Contract take precedence over any similar terms in the Software Support Agreement. To the extent the Software Support Agreement provides the State with options or rights in addition to or beyond those available under this Contract, nothing in this Contract is intended to limit the State's exercise of such options or rights.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions. Except with respect to these special terms and conditions, the License Agreement shall govern any conflict with any license terms and conditions herein.



- E.2 Reserved.
- E.3 Confidentiality. The standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law as applicable to such Party. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Each Party shall use at least the same standard of care to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except as otherwise permitted under this Contract, the State will not disclose to any third party, or make any use of the Contractor's Confidential Information. Contractor acknowledges that the State is subject to certain State and Federal freedom of information and open records statutes, including the Public Records Act (T.C.A. § 10-7-503). In the event that the State receives a request for disclosure of any Confidential Information, the State will promptly provide Contractor notice of such request for information so that Contractor may avail itself of any opportunities to prevent disclosure, to the extent Contractor deems necessary, in accordance with applicable law. Should Contractor be unable to prevent disclosure in accordance with applicable laws and procedures, then the State may release such information without penalty or liability, but only to the least extent required under applicable law. The obligations set forth in this Section shall survive termination of this Contract.
- E.4. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by 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.
- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:



- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five (5) most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

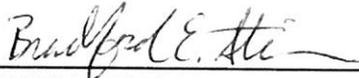
- E.7. Intellectual Property. Indemnity by Contractor. The Contractor agrees to indemnify and hold harmless the State as well as its officers, agents, and employees from and against any loss, cost and expense that the State incurs because of a third party claim of an alleged patent, copyright, or other Intellectual Property Right infringement. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. Contractor's obligation to indemnify the State under this



Section E.7 is contingent upon the State, in writing, granting Contractor the right to participate in the defense of any such claim and of all negotiations for its settlement or compromise. If the State chooses to represent its own interests in any such action in accordance with Tenn. Code Ann Sections 8-6-106, the State may do so at its own expense, but such representation must not prejudice Contractor's right to defend the claim and negotiate its settlement or compromise Contractor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Contractor's opinion is likely to become, the subject of a copyright infringement claim, then Contractor, at its sole option and expense, will either: (A) obtain for the State the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to the State the portion of the license fee paid to Contractor for the Component System(s) giving rise to the infringement claim, less a charge for use by the State based on straight line depreciation assuming a useful life of five (5) years, provided that the State has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Contractor's obligations hereunder will be further limited accordingly. THE FOREGOING SETS FORTH CONTRACTOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

IN WITNESS WHEREOF,

INFOR (US), INC.:



CONTRACTOR SIGNATURE

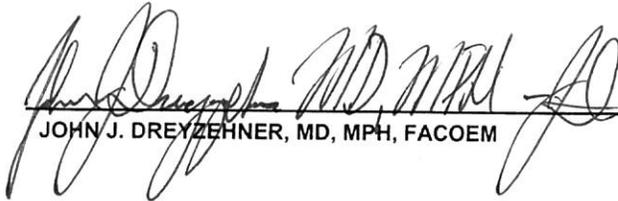
10/30/2015

DATE

Bradford E. Steiner, VP, Deputy General Counsel and Secretary

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:



JOHN J. DREYZEHNER, MD, MPH, FACOEM

11/2/15

DATE



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	48082
CONTRACTOR LEGAL ENTITY NAME:	INFOR (US), INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

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.

Bradford E. Steiner

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Bradford E. Steiner, VP, Deputy General Counsel and Secretary

PRINTED NAME AND TITLE OF SIGNATORY

10/30/2015

DATE OF ATTESTATION