

# Hamilton County Board of County Commissioners

AGENDA

March 16, 2016

ROLL CALL

INVOCATION - Commissioner Bankston

PLEDGE TO THE FLAG - Commissioner Bankston

- Minutes                    Recessed Meeting - February 24, 2016
- Minutes                    Agenda Session - February 24, 2016
- Minutes                    Regular Meeting - March 2, 2016
- Report                    Order of Designation Planning Commission - Todd Leamon March 14, 2016
- Res. No. 316-17            A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the oath of Deputy County Clerk, and the oaths of Deputy Sheriffs.
- Res. No. 316-18            A Resolution to reappoint one (1) member to the Phase II Storm Water Management Committee for a four (4) year term beginning April 1, 2016 and ending April 1, 2020.
- Res. No. 316-19            A Resolution making an appropriation to Chattanooga Room in the Inn, Inc., in the amount of one thousand dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Four.
- Res. No. 316-20            A Resolution making an appropriation to Churchville Neighborhood Association, Inc., in the amount of five thousand dollars (\$5,000.00) from General Fund discretionary monies, as allotted to District Four.
- Res. No. 316-21            A Resolution adding elevator consulting services and technology consulting services to the list of professional, technical, and consultant services that may be obtained subject to Section 4.2.4.K of the Purchasing Rules for Hamilton County.
- Res. No. 316-22            A Resolution to adopt a Funding Policy for the Hamilton County Employees' Pension Plan, the Hamilton County Commissioners' Pension Plan, and the Hamilton County Teachers' Pension Plan.
- Res. No. 316-23            A Resolution authorizing Hamilton County to make an intergovernmental transfer to the State of Tennessee's TennCare program in order to secure additional funding from the State of Tennessee's Public Hospital Supplemental Payment Pool ("PHSPP") for the Chattanooga-Hamilton County Hospital Authority ("Erlanger").
- Res. No. 316-24            A Resolution Granting Approval of a Special Permit for a cell tower on a tract of land located at 3375 Camp Road.
- Res. No. 316-25            A Resolution granting a special permit for a short term vacation rental on property at 719 South Scenic Highway.
- Res. No. 316-26            A Resolution to rezone from A-1 Agricultural District and R-2 Residential District to R-1 Single Family Residential District, property located at 3015 Ooltewah-Ringgold Road.
- Res. No. 316-27            A Resolution to Amend the Hamilton County Zoning Regulations, Article VI, Exceptions, Section 400 Special Permits by Hamilton County Commission, Subsection 401.7, Application Procedure for Planned Unit Development by deleting item "f(1)" that references a sixty (60) month expiration period and correct minor wording within remaining items b(2), e(1) and f(3).
- Res. No. 316-28            A Resolution accepting the bid of Prater Ford, inc. for one (1) cargo van amounting to \$29,826.00 for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-29            A Resolution accepting the bid of Kiesler Police Supply, Inc. for twenty-three (23) ballistic helmets amounting to \$20,244.14 for Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 316-30 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of February 1, 2016, through February 29, 2016, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-31 A Resolution authorizing the County Mayor to execute a contract with the Tennessee Department of Military and the Tennessee Emergency Management Agency for a 2015 Homeland Security Grant with a period of 09/01/2015 through 04/30/2018 and amending the budget of the Emergency Services Department by adding \$170,836.20 to revenues and expenditures.
- Res. No. 316-32 A Resolution authorizing the County Mayor to apply to the Tennessee Department of Transportation and accept a Litter Prevention and Trash Collection Grant in the amount of \$108,900 with a contract period beginning July 1, 2016 and ending June 30, 2017.
- Res. No. 316-33 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division as the Chattanooga Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health for the time period July 1, 2016 through June 30, 2017 in the amount of \$230,000.00 to provide for the coordination of Fetal Infant Mortality Review and Community Infant Mortality Reduction services in accordance with the Tennessee Department of Health's guidelines.
- Res. No. 316-34 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a contract amendment in the amount of \$23,490.00 with the Tennessee Department of Health to provide Emergency Dental Care for uninsured adults ages 19 – 64 years for the time period July 1, 2015 through June 30, 2016 and to increase the revenue and expense budgets by \$23,490.00.
- Res. No. 316-35 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division operating as the Chattanooga-Hamilton County Health Department to enter into and execute a contract with BlueCross BlueShield of Tennessee for the provision of Behavioral Health services at our Homeless Health Care Center to product members effective 3/16/2016.
- Res. No. 316-36 A Resolution accepting the bid of Swarco Industries, Inc. for one (1) year contract pricing, beginning March 16, 2016, through March 15, 2017, for glass sphere reflective beads for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-37 A Resolution accepting the bid of 84 Lumber Company for six (6) months contract pricing, beginning March 16, 2016, through September 15, 2016, for bagged Portland cement for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-38 A Resolution accepting the bid of YSI Incorporated for two (2) water quality sondes amounting to \$26,107.25 for the Hamilton County Water Quality Program and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

## ANNOUNCEMENTS

### DELEGATIONS ON MATTERS OTHER THAN ZONING

*Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission.*



**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
FEBRUARY 24, 2016**

Commissioner Graham introduced Director Fred Bennett, Titus International, who gave the invocation. Commissioner Graham led in the pledge to the flag.

**RESOLUTION NO. 216-42 A RESOLUTION TO ESTABLISH A MANDATORY RETIREMENT AGE REQUIREMENT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-205, TO AUTHORIZE THE PAYMENT OF THE SUPPLEMENTAL BRIDGE BENEFIT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-211, AND TO AUTHORIZE GROUP 1 MEMBERS WHO HAVE CREDITABLE SERVICE IN A GROUP 1 POSITION COVERED BY SUCH MANDATORY AGE RETIREMENT TO RETIRE ON SERVICE RETIREMENT BENEFITS UPON ATTAINMENT OF AGE FIFTY-FIVE (55) WITH TWENTY-FIVE (25) YEARS OF CREDITABLE SERVICE PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-201(A)(2).**

**ON MOTION** of Commissioner Fairbanks, seconded by Commissioner Smedley to adopt Resolution No. 216-42.

It was noted that the Retirement Bridge Plan (Res. 216-21) was first presented to the Commission last week during the February 17<sup>th</sup>, 2016 Regular meeting. Hamilton County Sheriff Jim Hammond pulled the item because Chairman Bankston and

**RECESSED MEETING  
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Commissioner Mackey were absent. Resolution No. 216-21 was discussed as a Committee of the Whole during the February 10<sup>th</sup> Agenda Session.

Hamilton County Sheriff Jim Hammond spoke regarding this item and noted the details of the resolution were thoroughly discussed during the February 10<sup>th</sup> Agenda Session. He stated that the Bridge Retirement Plan (BRP) is a trend across the nation and has been adopted by the State of Tennessee covering the Highway Patrol. He explained that the resolution allows men and women in law enforcement, who are certified, to retire with dignity. A large number of uniformed sheriff deputies were present in support of the Bridge Plan.

Commissioner Boyd thanked the large number of officers present at today's meeting. He indicated he could not support a 100% unfunded mandate prior to budget preparation that he considered a perk for employees. He spoke about the long term fiscal impact of the Bridge Retirement Plan. He stated unfunded mandates are not fair to citizens and he would not be supporting the Bridge Retirement Plan.

Commissioner Mackey spoke about government and its responsibility to protect the people. He noted that men and women officers put their lives on the line every day to keep the community safe. He thanked law enforcement for their sacrifices and stated he would be supporting the Bridge Retirement Plan.

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Once again Commissioner Mackey noted the excess classroom space that is not being used in his district.

Commissioner Fields stated he supported the Bridge Retirement Plan but was concerned about how the plan would be funded. He questioned if the Sheriff's budget request for the upcoming year would include an increase.

At this time Sheriff Hammond spoke in detail about the prioritizing process of allocating budget monies to each department. He noted that he has already submitted next year's budget request.

Commissioner Fields recommended that the resolution be postponed until a mechanism could be put in place to fund the Bridge Retirement Plan. He stated if a funding plan for the Bridge Plan is not put in place, a tax levy increase is going to have to take place within a few years. He pointed out that while no one is in favor of a property tax increase, it's the way government is funded.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to postpone Resolution No. 216-42 until a mechanism is put place to fund the Bridge Retirement Plan.

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Commissioner Mackey noted that the Bridge Retirement Plan discussion has been ongoing for many years, it has been explored and questions have been answered. He encouraged the commission to move forward and make a decision today.

Commissioner Haynes noted that the Bridge Retirement Plan is a tough decision. He reported he would be supporting it and stated that public safety is a top concern for his constituents. The ability to recruit people into law enforcement is challenging in this day and time. He stated that protecting and educating the citizens of Hamilton County are essential services of government. The Bridge Retirement Plan will enhance the Sheriff's ability to recruit officers and keep citizens safe.

Commissioner Fairbanks stated that the Bridge Retirement Plan is not a perk; it's a plan that is desperately needed. He stated his support and encouraged the commission to move forward and make a decision today.

Chairman Bankston directed that the vote be taken on the Motion to postpone.

The motion failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Nay", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Nay", Commissioner Mackey, "Nay", Commissioner

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Smedley, "Nay", and Chairman Bankston, "Nay". Total present – 8. Total absent – 1.

Commissioner Beck was absent. Total "Aye" votes – 3. Total "Nay" votes – 5.

A Roll Call vote was ordered regarding the motion to adopt Resolution No. 216-42. The following members of the County Commission being present and voting as follows: Commissioner Boyd, "Nay", Commissioner Fairbanks, "Aye", Commissioner Fields, "Nay", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 1. Commissioner Beck was absent. Total "Aye" votes – 5. Total "Nay" votes – 3.

Commissioner Fields and Commissioner Graham clarified that they were not against the Bridge Plan; they were against not having a funding mechanism in place for the plan.

Commissioner Smedley clarified that a funding mechanism will be put in place for the plan.

Sheriff Hammond thanked the commission for their support.

At this time the large crowd of officers in the audience stood and gave a round of applause.

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Chairman Bankston asked if anyone was present to address the Commission on any subject other than zoning. Being no further business Chairman Bankston declared the recessed meeting adjourned.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date

W.F.K.  
Clerk's Initials



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 24, 2016**

**PRESENTATION - CERTIFICATE OF CONGRATULATIONS – TRAVIS CLOSE -2015  
REALTOR OF THE YEAR.**

Commissioner Smedley presented a proclamation to Travis Close who was awarded by fellow real estate professionals the 2015 Realtor of the Year Award. She and Greater Chattanooga Association of Realtors (GCAR) CEO and Executive Vice President Carol Seal noted Mr. Close's accomplishments and extended heartfelt thanks for his invaluable service to the community and industry.

The Realtor of the Year award recognizes those who have served not only in the real estate profession but also their communities. The award is given to a realtor with high principles of integrity, adherence to the Realtors Code of Ethics and furtherance of principle of good real estate practices among brokers, agents, and the general public.

In response to Commissioner Mackey's question, Mr. Close responded that the policies of Hamilton County are friendly to realtors. Commissioner Mackey said he and his fellow commissioners want to do everything they can do to continue the trend of increasing home values.

At this time Mr. Close received a round of applause and shook hands with each Commissioner and the Mayor.

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**COMMITTEE ASSIGNMENTS**

Chairman Bankston indicated the upcoming agenda items would be considered as follows:

- The Criminal Court Clerk's reports for December 2015 and January 2016 would be submitted and made a matter of record.
- Resolution No. 316-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 316-9 through 316-16 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 316-2 through 316-8 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 216-18 through 216-34 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-2**

Chairman Bankston spoke regarding this item, which makes an appropriation to Brown Middle School in the amount of \$1,303.00 from discretionary bond funds, as allotted to district nine. It was noted that the funds will assist with the purchase of lab equipment.

There were no questions from Commissioners.

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**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-3**

Chairman Bankston spoke regarding this item, which makes an appropriation to Woodmore Elementary School in the amount of \$1,938.00 from discretionary bond funds, as allotted to district five. It was noted the funds would assist with the purchase of a security system.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-4**

Commissioner Mackey spoke regarding this item, which makes an appropriation to Gamma Pi Boule Foundation in the amount of \$2,500.00 from general fund discretionary monies, as allotted to district four. It was noted that the funds will assist with the Boule Golf Classic.

There were no questions from Commissioners.

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**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-5**

Commissioner Smedley, Chairman of the Education Committee spoke regarding this item, which endorses Chattanooga 2.0, a community-wide effort for academic excellence in Hamilton County. She noted that Chattanooga 2.0 is a community-wide initiative to improve academic excellence and career credentials in Hamilton County. The plan also is an opportunity to improve the quality of life of all future graduates by connecting them to jobs that pay a living wage. She spoke about the 2.0 report and the major findings the report included.

Chattanooga 2.0 is a group of education, business, and community leaders who joined together to release a report summarizing workforce challenges along with significant education opportunities for Hamilton County and the region. Chattanooga 2.0 is led by the Benwood Foundation, the Chattanooga Area Chamber of Commerce, the Hamilton County Department of Education, and the Public Education Foundation (PEF).

Chattanooga Chamber of Commerce President Bill Kilbride spoke regarding Chattanooga 2.0 and its initiative to boost education and train more graduates for the growing job opportunities in Hamilton County. The leaders of the initiative are calling for a series of focused conversations and actions from across the community to better support local educators and students and prepare Hamilton County residents for current

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and future jobs. The goal is to make sure local students are successful in school and prepared for meaningful careers, and to set forth on a plan to ensure that 75 percent of all Hamilton County high school graduates obtain a college degree or technical certification by the year 2025.

Commissioner Smedley reiterated Mr. Kilbride's comment that the Chattanooga 2.0 initiative is in no way agreeing to a property tax increase now or in the future.

Commissioner Mackey asked if the Chamber of Commerce was going to encourage the future Superintendent of Schools to build new school buildings or devote the money to the students. He noted the excess classroom space that is not being used in his district.

Mr. Kilbride stated that the Chamber took a strong position with the school board to appoint an interim superintendent. The Chamber also suggested to the school board that the next superintendent should be a retired individual who is skilled in organization, budget, building morale, and facilities. He noted that conversations are taking place about the empty classroom space and how it can be used for educational purposes.

Mr. Kilbride stated that various organizations have convened working groups and focus their conversations on the most critical issues. The conversations are open

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and inclusive and are also designed to reach early consensus on specific needs and objectives. A framework for action around each of the four focus areas is early childhood, K-12, post-secondary and workforce, and faith-based outreach. Each team will focus on researching and developing bold strategies that emphasize innovation, as well as probably taking people a little out of their comfort zone.

Commissioner Boyd noted that Chattanooga 2.0 is being led by a vast group of people who are not all educators. He questioned if the school board would be receptive to their suggestions. He thanked Mr. Kilbride for his unbiased review of the entire educational process and encouraged educators of the community to be receptive.

Chairman Bankston recognized City of Collegedale Commissioner Ethan White and City of Chattanooga Councilman Ken Smith who were present in the audience.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-6**

Hamilton County Register Pam Hurst spoke regarding this item, which appropriates funds from the Register's Office DP fee account in the amount of \$24,208.05 for necessary office upgrades and increases the general fund budget for capital outlay for the Hamilton County Register's Office by \$12,550.00. Furnishings in the amount of \$17,914.95 will be purchased from NOI Chattanooga and floor

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title/installation in the amount of \$6,294.00 will be purchased from Tom's Carpet Outlet Inc. The improvements to the Register's Office will require an amendment to the General Fund capital outlay budget for the Register's Office of \$12,550.00. She did note that her office will be submitting over one million dollars in excess fees.

Mayor Coppinger thanked Register Hurst and Clerk Knowles for continuing to find ways to submit excess fees to county general each year.

In response to Commissioner Boyd's question, Register Hurst noted that yearly excess fees are generally around the same amount every year. In response to Commissioner Boyd's request, she agreed to send him a copy of April 1<sup>st</sup>, 2016 excess fee report.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-7**

Lee Norris, Director of General Services spoke regarding this item, which accepts the bid of Draeger Safety, Inc. for a portable exterior live fire trainer and tank prop amounting to \$28,785.00 for emergency services.

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There were no questions from Commissioners. Commissioner Haynes welcomed Lee Norris to county government.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 316-8**

Todd Leamon, Administrator of Public Works and County Engineer spoke regarding this item, which increases the contract with TWH Architects, Inc. for the design of the New East Brainerd Elementary School for an amount not to exceed \$141,035.88 of previously budgeted funds. He noted the original design contract stated that the architectural fee for design services would be recalculated when the final construction cost was known. Based on the bid construction cost and completion of the project, the architectural fee should be increased for an amount not to exceed \$141,035.88 for design services. This will close out the contract with TWH Architects, Inc. Vance Travis, a representative with TWH Architects, Inc. and Justin Witt, Director of Maintenance and Operations for the Hamilton County Department of Education were present for questions.

There were no questions from Commissioners.

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Commissioner Boyd, Chairman of the Finance Committee, announced that the Finance Committee would be meeting in the Commission Room immediately following the Agenda Session.

**ANNOUNCEMENTS**

Several Commissioners welcomed Chairman Bankston back and wished him a speedy recovery.

Commissioner Haynes thanked City of Collegedale Commissioner Ethan White and City of Chattanooga Councilman Ken Smith for attending today's meeting. He also congratulated the 2016 Middle School Teacher of the Year, Mrs. Carrie Bishop, from Hixson Middle School.

Commissioner Boyd invited everyone to attend two community meetings regarding the Hamilton County Water and Wastewater Treatment Authority (WWTA). The first meeting will be co-hosted by Gene Shipley and Commissioner Fairbanks at Soddy Daisy City Hall, Thursday, March 10<sup>th</sup> at 6:30 pm. The second meeting will be co-hosted by Howard Cotter, City of Red Bank representative to the WWTA board, at Red Bank Community Center, Thursday, March 31<sup>st</sup> at 6:30 pm.

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Commissioner Boyd made comments that centered around an article published in the Chattanooga Times Free Press on February 23, 2016. He addressed a statement quoted in the article indicating that in the event an unforeseen tragedy happened and the Mayor passed away, the Commission Chairman would take over until a new Mayor was appointed. Chairman Bankston's ability to do so was questioned.

Commissioner Boyd stated there are three major qualities a leader must hold; integrity, honesty and fairness. He stated that Chairman Bankston represents those three qualities and encouraged the public to put any concerns they have at rest.

Commissioner Fairbanks echoed Commissioner Boyd's comments about the Chairman.

Commissioner Smedley congratulated the 2016 Teachers of the Year. Diane Huseman from Nolan Elementary School, Carrie Bishop from Hixson Middle School and Kristen Legac from East Hamilton School were the award recipients.

In response to the February 23<sup>rd</sup> news article she commended Chairman Bankston for standing up and telling the truth. She stated that it was obvious that Senator Gardenhire was misinformed. She reminded the Commission of the lengthy discussion that took place on December 9<sup>th</sup>, 2015 regarding the letter to uncouple the

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commissions pay from the county mayor's pay (Resolution No. 1215-40). She recalled Attorney Taylor's comments that the intent of the letter is not to raise the pay of Commissioners, but to change the law that ties their salary to the Mayor's salary. For the record, she made it known that if the intent of the letter was to increase the commission's pay she would have voted no.

Mayor Coppinger thanked Hamilton County Sheriff Jim Hammond, Captain Bill Johnson and Captain Lynn Triplett for their informative meetings regarding the Sheriff's Department Bridge Retirement Plan. He spoke of the recent adoption of the Bridge Plan (Resolution No. 216-42) and noted that the plan has been an on-going project for 10 years.

The Mayor also noted that the county will be sharing half the costs with the City of Chattanooga to demolish the building next to the First Tennessee Pavilion. Demolition cost to the county is estimated to be \$9,000.00. The building is jointly owned by the city and county and has been in disrepair for a couple of years.

Chairman Bankston thanked everyone for the prayers and get well wishes regarding his recent heart procedure. He encouraged everyone to attend the 50<sup>th</sup> Annual Tri-State Home Show February 26<sup>th</sup>, 27<sup>th</sup>, and 28<sup>th</sup> at the Convention and Trade Center.

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**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning. There were none.

Being no further business, Chairman Bankston declared the meeting adjourned.

Respectfully submitted:



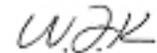
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William F. (Bill) Knowles, County Clerk

Approved:

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Date



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Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MARCH 02, 2016**

<b>STATE OF TENNESSEE</b>	)	Regular Meeting
<b>COUNTY OF HAMILTON</b>	)	March 02, 2016

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of March, 2016, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 9. Total absent – 0. Commissioner Beck arrived moments after the roll call.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

Attached hereto is a copy of the Public Notice of this meeting, which was published in a local newspaper and made a matter of record of this meeting.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MARCH 02, 2016**

Commissioner Bankston introduced Pastor Fletcher Farris, Community Baptist Church, who gave the invocation. Commissioner Bankston led in the pledge to the flag.

**PRESENTATION – MYELOMA AWARENESS**

Mayor Coppinger welcomed Linda Huguelet, a multiple myeloma survivor and leader of the Chattanooga Multiple Myeloma Networking Group to speak about this item. She thanked the Commission for their support and the Mayor for declaring March 2016 Multiple Myeloma Action Month. She provided additional details regarding the symptoms of the illness and noted that early detection is crucial for prognosis and therapy.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, that the minutes of the Recessed Meeting of February 10, 2016, the Agenda Preparation Session of February 10, 2016, and the Regular Meeting of February 17, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner

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REGULAR MEETING  
MARCH 02, 2016**

Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 316-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, OATH OF DEPUTY SHERIFF, AND THE OATHS OF OFFICE OF COMMISSIONERS OF NORTH WEST UTILITY DISTRICT.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 316-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**CRIMINAL COURT CLERK'S REPORTS**

The Criminal Court Clerk's reports for December 2015 and January 2016 were submitted and made a matter of record.

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REGULAR MEETING  
MARCH 02, 2016**

Chairman Bankston reported that Resolution Nos. 316-2 through 316-8 were heard by a Committee of the Whole.

**RESOLUTION NO. 316-2 A RESOLUTION APPROVING THE EXPENDITURE OF ONE THOUSAND THREE HUNDRED THREE DOLLARS (\$1,303.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT NINE) TO ASSIST WITH THE PURCHASE OF LAB EQUIPMENT FOR BROWN MIDDLE SCHOOL.**

**ON MOTION** of Commissioner Fairbanks seconded by Commissioner Smedley, to adopt Resolution No. 316-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 316-3 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO ONE THOUSAND NINE HUNDRED THIRTY EIGHT DOLLARS (\$1,938.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FIVE) TO PURCHASE A SECURITY SYSTEM FOR WOODMORE ELEMENTARY SCHOOL.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MARCH 02, 2016**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Mackey, to adopt Resolution No. 316-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 316-4 A RESOLUTION MAKING AN APPROPRIATION TO  
GAMMA PI BOULE FOUNDATION IN THE AMOUNT OF TWO THOUSAND FIVE  
HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY  
MONIES, AS ALLOTTED TO DISTRICT FOUR.**

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Haynes, to adopt Resolution No. 316-4. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

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**RESOLUTION NO. 316-5 A RESOLUTION IN SUPPORT OF CHATTANOOGA 2.0, A  
COMMUNITY-WIDE EFFORT FOR ACADEMIC EXCELLENCE IN HAMILTON  
COUNTY.**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Beck, to adopt Resolution No. 316-5.

In response to Commissioner Graham's question, Attorney Taylor stated Resolution No. 316-5 doesn't give any authority to Chattanooga 2.0 He also questioned the name being Chattanooga 2.0 since the schools are administered by Hamilton County.

In response to Commissioner Graham's concerns, Commissioner Smedley noted she didn't have any part in naming the initiative. She noted her support for Chattanooga 2.0 and stated the name of the initiative was the least of her worries.

Chattanooga Chamber of Commerce President Bill Kilbride agreed that the name of the initiative was quickly adopted. He agreed to look into the possibility of changing the name.

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Commissioner Haynes reported that the school principals in district 3 have questioned if getting parents involved in the school system is part of Chattanooga 2.0 initiative.

In response to Commissioner Mackey's suggestion to name Chattanooga 2.0 to Hamilton County 2.0 Commissioner Smedley asked that the commission vote in support of the initiative and allow Mr. Kilbride to take the suggestion back for recommendation. She also reiterated that the Chattanooga 2.0 initiative is in no way agreeing to a property tax increase now or in the future.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 316-6 A RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE REGISTER'S OFFICE DP FEE ACCOUNT IN THE AMOUNT OF \$24,208.05 FOR NECESSARY OFFICE UPGRADES AND INCREASING THE GENERAL FUND BUDGET FOR CAPITAL OUTLAY FOR THE HAMILTON COUNTY**

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**REGISTER'S OFFICE BY \$12,550.00 AND AUTHORIZING THE COUNTY MAYOR  
TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 316-6.

Commissioner Graham reiterated that Register of Deeds Pamela Hurst will be submitting one million dollars in excess fees. He thanked her for continuing to find ways to submit excess fees to county general each year.

In response to Commissioner Boyd's request, Register Hurst agreed to email him last year's excess fee reports and an estimated report for April 1<sup>st</sup>, 2016 excess fees.

Mayor Coppinger commended Register Hurst and Clerk Knowles for remitting sizeable amounts of excess fees to the general government.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and

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Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9.

Total "Nay" votes – 0.

**RESOLUTION NO. 316-7 A RESOLUTION ACCEPTING THE BID OF DRAEGER SAFETY, INC. FOR A PORTABLE EXTERIOR LIVE FIRE TRAINER AND TANK PROP AMOUNTING TO \$28,785.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 316-7. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 316-8 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH TWH ARCHITECTS, INC. FOR THE DESIGN OF THE NEW EAST BRAINERD ELEMENTARY SCHOOL, FOR AN AMOUNT NOT TO EXCEED \$141,035.88 OF PREVIOUSLY BUDGETED FUNDS.**

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**ON MOTION** of Commissioner Boyd, seconded by Commissioner Smedley, to adopt Resolution No. 316-8. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Nay", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Nay", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 7. Total "Nay" votes – 2.

Chairman Bankston asked that Resolution Nos. 316-9 through 316-16 be considered together at this time.

**RESOLUTION NO. 316-9 A RESOLUTION ACCEPTING THE BID OF AMERICAN GROUP PHOTOGRAPHY DBA CUSTOM PHOTO IMAGES FOR ONE (1) ROUNDSHOT METRICS CAMERA AND EQUIPMENT AMOUNTING TO \$17,995.00 FOR SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 316-10 A RESOLUTION AUTHORIZING THE SHERIFF'S OFFICE TO PURCHASE, FROM THE TENNESSEE STATEWIDE CONTRACT, NEW AND UNUSED VEHICLES TO BE UTILIZED AS UNMARKED OR UNDERCOVER**

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**VEHICLES; THE NUMBER OF SUCH VEHICLES TO BE PURCHASED TO BE DETERMINED BY THE FUNDS APPROPRIATED ANNUALLY, NOT TO EXCEED \$120,000.00 FOR FY 2016 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 316-11 A RESOLUTION ACCEPTING THE BIDS OF ACME SUPPLY COMPANY, LTD, BOB BARKER COMPANY, INC., ICS JAIL SUPPLIES, INC., CAROLINA TEXTILES, CHARM-TEX, CORNERSTONE DETENTION PRODUCTS, INC., O.D. TARGIN & BROTHERS, LLC, AND VICTORY SUPPLY, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MARCH 20, 2016, THROUGH MARCH 19, 2017, FOR CLOTHING AND MISCELLANEOUS ITEMS FOR THE SHERIFFS OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 316-12 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$278,600.00 TO PROVIDE CHILDHOOD IMMUNIZATION SERVICES IN HAMILTON COUNTY, FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.**

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**RESOLUTION NO. 316-13 A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEERED SOLUTIONS, LLC, AND SHERMAN DIXIE CONCRETE INDUSTRIES, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016, THROUGH SEPTEMBER 6, 2016, FOR CONCRETE AND METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 316-14 A RESOLUTION ACCEPTING THE BID OF TNT CONCRETE, LLC FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016 THROUGH SEPTEMBER 6, 2016, FOR READY MIX CONCRETE FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 316-15 A RESOLUTION ACCEPTING THE BIDS OF MARTIN MARIETTA MATERIALS, VULCAN MATERIALS COMPANY, AND DUNLAP STONE, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016, THROUGH SEPTEMBER 6, 2016, FOR CRUSHED STONE AND SAND FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 316-16 A RESOLUTION ACCEPTING THE BIDS OF TALLEY CONSTRUCTION COMPANY, INC. DBA SOUTHEASTERN MATERIALS, INC.,**

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**HUDSON MATERIALS COMPANY, BLACKLIDGE EMULSIONS, INC., DUNLAP STONE, INC. AND HIWASSEE PAVING, LLC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016, THROUGH SEPTEMBER 6, 2016, FOR ASPHALT ROAD MATERIALS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Boyd, Chairman of the Finance Committee provided details regarding Resolution Nos. 316-9 through 316-16 and stated that the Finance Committee reviewed and recommended approval. He asked that Sheriff Department's items Resolution Nos. 316-9 through 316-11 and the Highway Department's items Resolution Nos. 316-13 through 316-16 be considered together.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Mackey, to adopt Resolution Nos. 316-9 through 316-11. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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**ON MOTION** of Commissioner Boyd, seconded by Commissioner Mackey, to adopt Resolution No. 316-12. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Mackey, to adopt Resolution Nos. 316-13 through 316-16. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Several Commissioners and the Mayor congratulated Commissioner Haynes for winning the republican nomination as Assessor of Property in yesterday's primary.

Commissioner Haynes reminded everyone that today is the annual March 2<sup>nd</sup> Read Across America Day.

Commissioner Mackey spoke about the school system's budget, low test scores, crime rates, and the excess classroom space not being used in his district. He encouraged the school system to raise test scores and use empty classroom space to better educate children. He invited everyone to attend a community forum regarding public schools at Orchard Knob Baptist Church, Thursday March 10<sup>th</sup> at 6:00 pm.

Commissioner Graham and Commissioner Fields complimented Commissioner Haynes for running an honorable campaign.

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Commissioner Boyd invited everyone to attend two community meetings regarding the Hamilton County Water and Wastewater Treatment Authority (WWTA). The first meeting will be co-hosted by Gene Shipley and Commissioner Fairbanks at Soddy Daisy City Hall, Thursday, March 10<sup>th</sup> at 6:30 pm. The second meeting will be co-hosted by Howard Cotter, City of Red Bank representative to the WWTA board, at Red Bank Community Center, Thursday, March 31<sup>st</sup> at 6:30 pm.

Commissioner Smedley announced that the Education Committee will be meeting in the adjacent commission conference room immediately after next week's Agenda Session.

Commissioner Beck addressed comments made during last week's February 24<sup>th</sup> Agenda Session that centered around an article published in the Chattanooga Times Free Press on February 23<sup>rd</sup>. He commended Commissioner Smedley and Chairman Bankston for standing up and telling the truth. He reminded the Commission that public discussion took place December 9<sup>th</sup>, 2015 regarding the intent of the letter to uncouple the commissions pay from the county mayor's pay (Resolution No. 1215-40).He encouraged members of the Commission to guard each man's dignity, save each man's pride, and work together as a team.

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Commissioner Smedley thanked Chairman Bankston for taking a bold stand in the newspaper article defending the Commission.

**CLERK AND MASTER EMPLOYEE HANDBOOK**

Attorney Taylor indicated he had reviewed and approved amendments to the Clerk and Master's Employee Handbook as required by law and submitted a copy for the record.

Mayor Coppinger noted his support for Chattanooga 2.0 and thanked all the candidates and their families for participating in the primary election. He encouraged everyone to participate in the Read Across America, an annual reading motivation and awareness program that calls for every child in every community to celebrate reading on March 2, the birthday of beloved children's author Dr. Seuss.

The Mayor invited everyone to attend an open house at the Edney Innovation Center, this Thursday March 3<sup>rd</sup>, from 5:30 pm – 7:30 pm. The event is open to the public and provides the opportunity to tour the entire Innovation Center and meet current tenants.

**HAMILTON COUNTY COMMISSION  
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Chairman Bankston also congratulated Commissioner Haynes for winning the republican nomination for the Assessor's office. He also congratulated Judge Tom Greenholtz on winning the Hamilton County Criminal Court primary election.

**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning. There were none.

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, March 9, 2016 at 9:30 AM.

Respectfully submitted:



---

William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date



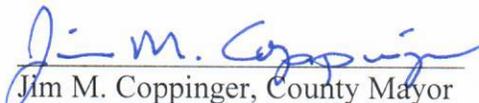
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Clerk's Initials

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): March 14, 2016.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

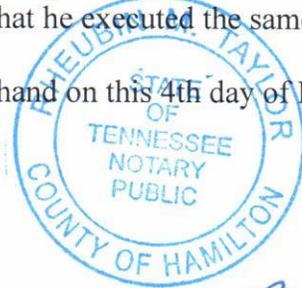
This the 4th day of March, 2016.

  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 4th day of March, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 4th day of March, 2016.



  
Notary Public

*My Commission Expires: May 17, 2017*



## Hamilton County Board of Commissioners RESOLUTION

No. 316-17

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE OATH OF DEPUTY COUNTY CLERK, AND THE OATHS OF DEPUTY SHERIFFS.**

**WHEREAS,** William F. (Bill) Knowles, Hamilton County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled **"HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS"** have duly applied for the positions so sought; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **"REPORT FROM THE OFFICE OF THE COUNTY CLERK"** have given approved bonds for the office of Notary Public and have taken the oath of office; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **"OATH OF DEPUTY COUNTY CLERK"** has taken the oath of office; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **"OATHS OF DEPUTY SHERIFFS"** have taken the oath of office.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY BOARD OF COMMISSIONERS:**

1. That the persons named on the listing labeled **"HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS"** are hereby approved as applicants therefore; and

2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That the person named on the listing labeled **“OATH OF DEPUTY COUNTY CLERK”** is accepted and the oath therefore is approved as taken; and
4. That the persons named on the listing labeled **“OATHS OF DEPUTY SHERIFFS”** are accepted and the oaths therefore are approved as taken; and
5. That each such person named on the listings hereinabove mentioned (which listings are attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 16, 2016

\_\_\_\_\_

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jill Abens	6355 Sea Haven Drive Hixson, TN 37343 423-790-4705	J.C. Curtis Construction Co., LLC 1507 Wilder Street Chattanooga, TN 37406 423-894-5480
Kathlina Alford	4648 Sherry Lane Hixson, TN 37343 423-443-9239	Southeast Company, Inc. P.O. Box 2316 Chattanooga, TN 37409 423-867-2290
Eulassie C. Beaty	9620 Lovell Road Soddy Daisy, TN 37379 423-332-2116	Retired N/A N/A N/A
Michelle Beene	P.O. Box 785 Soddy Daisy, TN 37384 423-838-1632	Comtrust F.C.U. 1020 Riverfront Pkwy. Chattanooga, TN 37402 423-756-3300
Susan R. Bell	7624 Yellow Pines Drive Harrison, TN 37341 423-344-0853	Chattanooga Area Schools F.C.U. 1201 Bailey Avenue Chattanooga, TN 37341 423-624-9094
Katie Broughman	121 Pembroke Lane Chattanooga, TN 37421 903-647-1214	Fairway Outdoor Advertising 18 W. 28th Street Chattanooga, TN 37408 N/A
Waymon V. Brown	5810 Northwoods Drive Hixson, TN 37343 423-531-4299	Hamilton Funeral Home & Cremation 4506 Hixson Pike Hixson, TN 37343 423-531-3975
Mary F. Bunch	311 Crisman Street Chattanooga, TN 37415 423-877-0947	Reliable Heating & Air Conditioning Co. 404 Spears Avenue Chattanooga, TN 37405 423-266-2424
Autumn Burke	878 Cherokee Valley Rd. Ringgold, GA 30736 423-298-1635	Legacy Real Estate & Develop. 9453 Bradmore Ln., Ste. 201 Ooltewah, TN 37363 423-531-7754
Kim R. Card	395 Arbor Woods Circle Ringgold, GA 30736 423-400-9030	Southeast Financial C.U. 512 National Ave. Chattanooga, TN 37404 423-629-2551

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Spencer Carlisle	1511 Matherly Street Hixson, TN 37343 423-531-7153	Southside Auto Sales & Service 9548 Dayton Pike Soddy Daisy, TN 37379 423-332-7295
Dorean M. Carr	4106 Shady Oak Drive Ooltewah, TN 37363 423-894-2149	TN Baptist Childrens Homes, Inc. 6623 Lee Hwy. Chattanooga, TN 37421 423-892-2722
Melanie A. Carter	2066 Lionheart Ln., Apt. 202 Chattanooga, TN 37415 423-875-4677	Cornerstone Community Bank 5319 Hwy. 153 Hixson, TN 37343 423-385-3060
Judy G. Cartwright	245 Mountain Meadows Lane Kimball, TN 37347 423-228-4325	First Volunteer Bank 728 Broad Street Chattanooga, TN 37402 423-668-4534
Angela B. Chapman	6914 Knoll Crest Drive Harrison, TN 37341 423-504-2677	Parkridge Health System 2333 McCallie Avenue Chattanooga, TN 37404 423-493-1772
W. Andrew Cochran	212 Walnut St., Unit 260 Chattanooga, TN 37403 205-960-2125	Regions Bank 601 Market Street Chattanooga, TN 37403 423-752-1638
Nancy Xiloj Cuyuch	4503 Old Mission Rd., Apt. B Chattanooga, TN 37411 423-362-3938	Cash Express, LLC 7431 E. Brainerd Rd. Chattanooga, TN 37421 423-899-6808
Alice Davis	6908 Standifer Gap Chattanooga, TN 37421 423-899-6828	Southeast Financial C.U. 512 National Ave. Chattanooga, TN 37404 423-629-2551
Amy R. Davis	6206 Celtic Drive Chattanooga, TN 37416 423-326-2004	UTC 615 McCallie Ave., Dept. 5125 Chattanooga, TN 37403 423-425-5880
Aggie Decker	47 Yucca Drive Rossville, GA 30741 423-280-9812	T. E. Townsend Engineering, Inc. 5611 Ringgold Rd., Ste. 200 Chattanooga, TN 37412 423-855-1184

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jason DeSain	5908 Lake Resort Ter., #Q217 Chattanooga, TN 37415 615-557-4384	UTC 615 McCallie Ave., Dept. 5125 Chattanooga, TN 37403 423-425-4111
Paula D. Eichner	901 Valewood Drive Signal Mtn., TN 37377 423-362-5425	H. Diane Dixon, Attorney Two Northgate Park, Ste. 411 Chattanooga, TN 37415 423-710-3689
Judy M. Faulkner	5113 Sunbeam Avenue Chattanooga, TN 37411 423-892-9291	Retired N/A N/A N/A
Allison Fetters	6439 Sea Haven Drive Hixson, TN 37343 423-591-4401	Chattanooga State Community College 4501 Amnicola Hwy. Chattanooga, TN 37406 423-697-2658
Barbara Fleming	3624 Glen Oaks Drive Chattanooga, TN 37412 N/A	Brainerd Baptist Church 300 Brookfield Ave. Chattanooga, TN 37411 423-643-4982
Stacy Francisco	7703 Standifer Gap Rd. Chattanooga, TN 37421 423-421-8138	Classic Express, Inc. 2150 Westland Drive Cleveland, TN 37311 423-421-8138
Jennifer Freeman	6873 Conner Lane Chattanooga, TN 37421 423-552-1266	Associates in Internal Medicine 2051B Hamill Road Hixson, TN 37343 423-756-8871
Sarah Gollop	607 Valley Bridge Road Chattanooga, TN 37415 423-413-1852	TVFCU P.O. Box 23967 Chattanooga, TN 37422 423-634-3600
Pamela S. Hall	8862 Lazy River Drive Harrison, TN 37341 423-326-0651	N. American Credit Services 2810 Walker Road Chattanooga, TN 37421 423-892-9140
Constance J. Hawkins	308 Acorn Lane Ft. Oglethorpe, GA 30742 423-316-7148	Komatsu America Corp. 409 Signal Mtn. Rd. Chattanooga, TN 37405 423-757-0315

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Natalie Haymond	610 Gurley St., Apt. 130 Chattanooga, TN 37405 931-409-0959	Jennifer K. Peck, Attorney 201 Frazier Ave., Ste. F Chattanooga, TN 37405 423-757-5000
K. Molina Haynes	P.O. Box 364 Birchwood, TN 37308 801-450-5699	Eric Buchanan & Assoc., PLLC 414 McCallie Avenue Chattanooga, TN 37402 423-634-2506
Kimberly L. Higdon	7518 South Hwy. 341 Chickamauga, GA 30707 423-315-7047	Boilermakers District Lodge 57 206 Delmont Street Chattanooga, TN 37405 423-756-6000
Polly A. Higgs	413 Cobblestone Creek Rd., N.W. Cleveland, TN 37312 423-413-8939	Covert Law Group 3828 Dayton Blvd. Chattanooga, TN 37415 423-826-2323
Amanda JoAnn Jenkins	917 Winding Hills Lane Hixson, TN 37343 423-309-9879	McWilliams & Gold 410 S. Germantown Rd. Chattanooga, TN 37411 423-624-4090
Sarah B. Jensen	8417 Troubadour Way Ooltewah, TN 37363 951-704-6941	Chase Plumbing & Mechanical, Inc. 6112 Airways Blvd. Chattanooga, TN 37421 423-899-7899
Cheri Lee Johnson	5314 Misty Valley Drive Ooltewah, TN 37363 423-396-3789	Southeast Financial C.U. 512 National Ave. Chattanooga, TN 37404 423-629-2551
Joanne Johnson	257 Lytle Road Rossville, GA 30741 706-419-8504	William G. Schwall 801 Broad St., Ste. 510 Chattanooga, TN 37402 423-755-6907
Joyce S. Johnson	1467 E. Teems Road Ringgold, GA 30736 423-400-9075	Focus Healthcare of TN, LLC 7429 Shallowford Rd. Chattanooga, TN 37421 423-308-2560
Cynthia W. Lewis	6389 River Stream Drive Harrison, TN 37341 423-344-7009	Home Healthcare of E. TN, Inc. 5740 Uptain Rd., Ste. 6300 Chattanooga, TN 37411 423-510-9010

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Felicia Ann Lewis	4611 Florida Ave. Chattanooga, TN 37409 423-821-8229	Vascular Institute of Chattanooga 6031 Shallowford Rd. Chattanooga, TN 37421 423-602-2750
Gary R. Lindsey	208 Mathes Lane Signal Mtn., TN 37377 423-886-4441	The UPS Store 3342 5928 Hixson Pike Hixson, TN 37343 423-842-1000
Naomi C. Lindsey	208 Mathes Lane Signal Mtn., TN 37377 423-886-4441	The UPS Store 3342 5928 Hixson Pike Hixson, TN 37343 423-842-1000
Josh R. Livingston	5005 Delaware Drive Chattanooga, TN 37412 423-362-4055	Green Pages Interactive, Inc. 3903 Volunteer Dr., Ste. 100 Chattanooga, TN 37416 423-424-3373
Donna Magnuson	217 Masters Road Hixson, TN 37343 423-421-7700	New Beginnings Care, LLC 4704 Hixson Pike Hixson, TN 37343 423-877-2024
Sheila D. Maier	115 Coburn Drive Chattanooga, TN 37415 423-321-2967	The UPS Store 2066 5251C Hwy. 153 Hixson, TN 37343 423-877-5568
Condra L. Martin	7822 Lasata Court Harrison, TN 37341 423-344-9866	Galtre, LTD 829 N. Bragg Avenue Lookout Mtn., TN 37350 423-821-5853
April R. McLendon	7023 Hunter Glen Drive Ooltewah, TN 37363 423-344-7479	TVFCU 715 Market Street Chattanooga, TN 37415 423-634-3600
Delesa McNeil	10360 Baker Boy Drive Ooltewah, TN 37363 423-762-6756	SunTrust Bank 1051 Ashland Terrace Chattanooga, TN 37415 423-242-0082
Brian Mickles	9 Fairhills Chattanooga, TN 37405 423-298-6527	Brian P. Mickles, PLLC 701 Market St., Ste. 1610 Chattanooga, TN 37402 423-266-1237

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Teresa Miller	8101 Cicero Trail Chattanooga, TN 37421 423-790-6358	Tru Medical Solutions, LLC 5201 Ooltewah-Ringgold Rd. Ooltewah, TN 37363 423-910-0100
Virginia S. Miller	11640 Bates Road Apison, TN 37302 423-236-4881	NABCO Electric Co. 2800 2nd Avenue Chattanooga, TN 37407 423-624-0073
Amy Mortimer	3510 Martin Road Chattanooga, TN 37415 423-874-0849	Sandra Y. Benton, Attorney P.O. Box 1236 Hixson, TN 37343 423-876-1110
Tracy C. Moses	7310 Standifer Gap Rd., Apt. 506 Chattanooga, TN 37421 423-653-5363	New Beginnings Care, LLC 4704 Hixson Pike Hixson, TN 37343 423-877-2024
K. J. Nixon	4113 Finch Lane Chattanooga, TN 37419 N/A	National Reporting Agency 1255 Market Street Chattanooga, TN 37402 N/A
Hector I. Olivencia	8931 Villa Rica Circle Chattanooga, TN 37421 423-664-6711	Olivencia and Cribben Law Office 5814 Ringgold Rd., Ste. F East Ridge, TN 37412 423-588-8756
Ben Palisano	148 Kentucky Avenue Sewanee, TN 37375 931-205-4027	First Title Insurance Company 2622 Broad Street Chattanooga, TN 37408 423-265-2507
Winnie L. Paris	8607 Bill Reed Rd. Ooltewah, TN 37363 423-381-5018	TPG Financial 5916 Brainerd Rd., Ste. 109 Chattanooga, TN 37421 800-319-2670
LeeAnn Pearse	4804 Viola Drive Chattanooga, TN 37415 423-309-2346	SunTrust Bank 1051 Ashland Terrace Chattanooga, TN 37415 423-242-0101
Felicia S. Ramsey	3124 Gable Brook Drive Chattanooga, TN 37421 423-855-9063	Self-Employed Same Same Same

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****MARCH 16, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Sonya Reagan	2411 Crescent Club Drive Hixson, TN 37343 423-870-8809	Iron Workers District Council 5964 Dayton Blvd. Chattanooga, TN 37415 423-870-1982
Tiffany Richards	549 Pinewood Circle Ft. Oglethorpe, GA 30742 423-385-0301	Parkridge Medical Center 2333 McCallie Avenue Chattanooga, TN 37404 423-493-6988
Tori Roberts	4317 Sunset Avenue Chattanooga, TN 37411 865-254-4201	Jennifer K. Peck 201 Frazier Ave., Ste. F Chattanooga, TN 37405 423-702-5592
Sheila Roden	3312 Mountain View Drive Chattanooga, TN 37419 423-598-8410	Boilermakers District 57 206 Delmont Street Chattanooga, TN 37405 423-756-6000
Julie Russ	1336 Highland Road Chattanooga, TN 37415 731-819-9471	UTC 615 McCallie Avenue Chattanooga, TN 37403 423-425-5880
Sabrina Sherman	1124 Fellowship Lane Knoxville, TN 37914 865-776-1510	UTC 615 McCallie Ave., Dept. 5125 Chattanooga, TN 37403 423-425-5880
Oleg Shved	9325 Somerset Drive Ooltewah, TN 37363 423-443-7154	Ash Transport, LLC 86 E. 28th Street Chattanooga, TN 37410 423-870-9681
Sharron Skoretz	168 Shady Oaks Drive McDonald, TN 37353 423-902-0802	UTC, College of Medicine 1100 East Third Street Chattanooga, TN 37403 423-778-7840
Valerie Stropp	1204 Cedar Creek Drive Rossville, GA 30741 423-762-7111	TVFCU 715 market Street Chattanooga TN 37402 423-634-3607
Malerie L. Thompson	4805 Brentwood Drive Chattanooga, TN 37416 423-593-8275	UTC 615 McCallie Ave., Dept. 5125 Chattanooga, TN 37403 423-425-5875

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**MARCH 16, 2016**

**NAME**

**RESIDENCE**

**BUSINESS**

Allyson Vantiegham

9624 Hwy. 58  
Ooltewah, TN 37363  
423-344-9224

Cornerstone Community Bank  
6413 Lee Hwy., Ste. 107  
Chattanooga, TN 37421  
423-385-3000

Angela M. Yancey

7509 Austin Drive  
Chattanooga, TN 37416  
425-510-8294

Cigna Healthcare  
401 Chestnut St., Ste. 110  
Chattanooga, TN 37402  
423-763-6654

Amy B. York

10150 Sovereign Pointe Drive  
Soddy Daisy, TN 37379  
423-332-6439

Sherman & Reilly, Inc.  
400 W. 33rd Street  
Chattanooga, TN 37410  
423-785-5216

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
MARCH 16, 2016**

The following Notaries Public elect of Hamilton County appeared in the County Clerk's Office to receive their Commissions duly signed by the Governor of the State of Tennessee and countersigned by Honorable Tre Hargett, Secretary of State, bearing the date shown. They gave approved bonds of ten thousand dollars and qualified as by law required.

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Valerie J. Boddy	February 1, 2016	February 19, 2016
Judy C. Nance	February 1, 2016	February 19, 2016
Gary Thompson	February 1, 2016	February 19, 2016
Sally K. Wilhite	February 1, 2016	February 19, 2016
Tom E. Condra	January 13, 2016	February 19, 2016
Fielding H. Atchley, Jr.	September 21, 2015	February 22, 2016
Jodi L. Lane	November 10, 2015	February 22, 2016
Barry L. Abbott	February 1, 2016	February 22, 2016
Sara Deal	April 8, 2014	February 22, 2016
Christina M. Gormanson	October 9, 2015	February 22, 2016
Mitzie H. Penney	February 1, 2016	February 22, 2016
Matt Cochran	February 9, 2016	February 22, 2016
Carla L. Wilson	February 9, 2016	February 23, 2016
Sherry Renae Austria	February 1, 2016	February 23, 2016
Stacy P. Hall	February 1, 2016	February 23, 2016
Joy V. Wooden	December 8, 2015	February 23, 2016
Joyce F. Hamilton	May 11, 2015	February 23, 2016
Kay V. Holt	February 9, 2016	February 24, 2016
Jessica Wilson	February 9, 2016	February 24, 2016
Janice Edwards-Hayes	February 9, 2016	February 24, 2016
Glenn C Stophel	February 9, 2016	February 24, 2016
Moriah Arterberry	November 24, 2015	February 25, 2016
Sherry R. Capozzi	February 1, 2016	February 25, 2016
Deanna J. Faulkner	February 9, 2016	February 26, 2016
Jennifer L. Davis	February 9, 2016	February 26, 2016
Victoria Foster	February 9, 2016	February 26, 2016
Linda Jo Laymon	November 24, 2015	February 26, 2016
Dovie M. Williams	January 13, 2016	February 29, 2016
Alta L. Russell	February 9, 2016	February 29, 2016
Ross I. Schram III	February 1, 2016	February 29, 2016
Kirk Shepherd	February 9, 2016	February 29, 2016
Tara Leinart	February 1, 2016	February 29, 2016
Rebekah S. Corey	February 9, 2016	March 1, 2016
Floyd D. Ferrell	February 9, 2016	March 1, 2016
John G. Lane	February 9, 2016	March 1, 2016
Dedra Rogers	February 1, 2016	March 1, 2016
Stephanie B. Pearson	February 9, 2016	March 1, 2016
Joan E. Hoskins	September 21, 2015	March 2, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
MARCH 16, 2016**

<b><u>NAME</u></b>	<b><u>COMMISSION DATE</u></b>	<b><u>DATE QUALIFIED</u></b>
C. Smith	September 21, 2015	March 2, 2016
Heather Vaughn	August 25, 2015	March 2, 2016
Melissa Mahoney	December 8, 2015	March 2, 2016
Chaiden Durham	February 1, 2016	March 2, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
THE OATH OF DEPUTY COUNTY CLERK  
MARCH 16, 2016**

The individual listed below appeared in the County Clerk's Office to receive the oath as Deputy County Clerk as prescribed by law.

Name  
Heather Saunders

Date of Oath  
February 15, 2016

OATH  
DEPUTY COUNTY CLERK  
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

I, Heather Saunders, do solemnly swear that I will perform with fidelity the duties of the Office of Deputy County Clerk of Hamilton County, Tennessee, to which I have been appointed and which I am about to assume, without partiality or favor, to the best of my skill and ability.

I further swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.

Heather Saunders

Sworn to and subscribed before me this 15<sup>th</sup> day of Feb, 20 16.



Cindy Brown

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
MARCH 16, 2016**

The individuals listed below have been duly appointed Deputy Sheriff for Hamilton County, Tennessee by Sheriff James W. Hammond, III. The persons were qualified as prescribed by law and were administered the oath of office on the date indicated below:

<u>NAME</u>	<u>DATE OF OATH</u>
Cerion Dray Carson	February 22, 2016
Cody Wayne Evans	February 22, 2016
Geoffrey Blake Gibson	February 22, 2016
Ronald Latimore	February 22, 2016
Kenneth Thomas Riley	February 22, 2016
Jeffery Christopher Tate	February 22, 2016
Jason Glenn Tillison	February 22, 2016
Richard Sterlin Womack	February 22, 2016
Tyler Clemants Wooden	February 22, 2016
Michael E. Minnick	February 25, 2016
Michael Steven Craig	March 2, 2016
Corey Edward Dent	March 2, 2016
Christopher Douglas Gates	March 2, 2016
Nathan Reed George	March 2, 2016
Joseph Zachary Jones	March 2, 2016
Kevin Michael Lewis	March 2, 2016
Joseph Tyler Little	March 2, 2016

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Cerion Dray Carson....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22<sup>nd</sup> day of February, 2016.

W.F. Kewels.....

By Robin E. Deedt.....

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Cerion Dray Carson.....

**Cerion Dray Carson**

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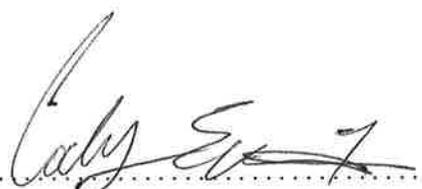
STATE OF TENNESSEE }  
Hamilton County } ss.

I, Cody Wayne Evans, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22<sup>nd</sup> day of February, 2016.

W. J. Knaw  
By Kathleen C. Dodd

  
Cody Wayne Evans

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Geoffrey Blake Gibson....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

22<sup>nd</sup> day of February, 2016.

W. J. Knowles

By Cindy Brown



Geoffrey Blake Gibson

**Geoffrey Blake Gibson**

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Ronald Latimore ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22nd day of Feb, 2016.

W. Knowles

By Lance Reese

Ronald Latimore  
Ronald Latimore

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STATE OF TENNESSEE }  
Hamilton County } ss.

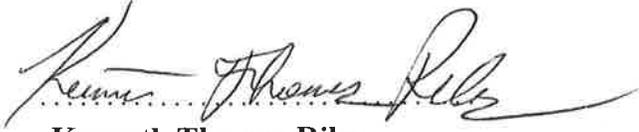
I, Kenneth Thomas Riley....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22nd day of Feb, 2016.

W. J. H. ...

By Leanne Reese

  
Kenneth Thomas Riley

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Jeffery Christopher Tate....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22nd day of Feb, 2016.

W.F. Knowles

By Lianne Payne

Jeffery Christopher Tate  
Jeffery Christopher Tate

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, **Jason Glenn Tillison** . . . . ., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22<sup>ND</sup> day of February, 2016.

W. F. Knowles  
By Cindy Brown

Jason Glenn Tillison  
Jason Glenn Tillison

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Richard Sterlin Womack....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
22<sup>nd</sup> day of February, 2016.

W. F. Knowles  
By Lindy Brown



Richard Sterlin Womack  
**Richard Sterlin Womack**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Tyler Clemants Wooden, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
20<sup>th</sup> day of February, 2016.

W. F. Wooden

By Robbie E. Dadd



Tyler Clemants Wooden

**Tyler Clemants Wooden**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Michael E. Minnick....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
15 day of Feb, 2016.

W. J. Knowles.....

By Lance Roper.....

  
Michael E. Minnick

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Michael Steven Craig, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By M Penow

Michael Steven Craig  
Michael Steven Craig

STATE OF TENNESSEE }  
Hamilton County } ss.

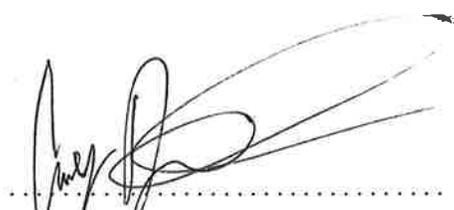
I, Corey Edward Dent, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By N Parrow

  
Corey Edward Dent

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Christopher Douglas Gates, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By N Parrow

Christopher Gates  
**Christopher Douglas Gates**

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Nathan Reed George, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By N. Barrow

Nathan Reed George  
Nathan Reed George

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STATE OF TENNESSEE }  
Hamilton County } ss.

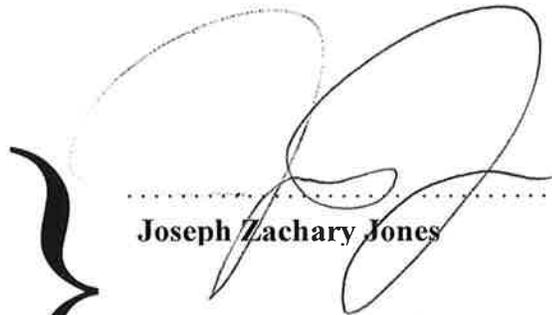
I, Joseph Zachary Jones , do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By N Penow

  
Joseph Zachary Jones

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STATE OF TENNESSEE }  
Hamilton County } ss.

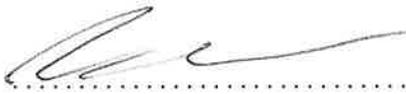
I, Kevin Michael Lewis . . . . ., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By N Parow

  
} **Kevin Michael Lewis**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, **Joseph Tyler Little**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
2 day of March, 2016.

W F Knowles

By N. Penow

  
Joseph Tyler Little



# Hamilton County Board of Commissioners

## RESOLUTION

No. 316-18

A RESOLUTION TO REAPPOINT ONE (1) MEMBER TO THE PHASE II STORM WATER MANAGEMENT COMMITTEE FOR A FOUR (4) YEAR TERM BEGINNING APRIL 1, 2016 AND ENDING APRIL 1, 2020.

WHEREAS, Resolution 304-13 approved the Interlocal Agreement to implement Phase II of the Storm Water Pollution Control Program; and,

WHEREAS, the Interlocal Agreement established a Management Committee that will be responsible for the oversight of the Phase II Storm Water Program; and,

WHEREAS, the County Mayor has reappointed County Engineer Todd Leamon to a term of four years, beginning April 1, 2016 and ending April 1, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the reappointment of County Engineer Todd Leamon to the Phase II Storm Water Management Committee is hereby confirmed for the term as stated above.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

### CERTIFICATION OF ACTION

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 316-19

A RESOLUTION MAKING AN APPROPRIATION TO CHATTANOOGA ROOM IN THE INN, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to Chattanooga Room in the Inn, Inc., to assist with their Children's Enrichment Program; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to Chattanooga Room in the Inn, Inc., to assist with their Children's Enrichment Program.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
  
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 16, 2016

\_\_\_\_\_

Date

EXTENDED UNTIL AUGUST 15, 2015

# Return of Organization Exempt From Income Tax

OMB No 1545-0047

# 2014

Open to Public Inspection

# Form 990

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service

**A** For the 2014 calendar year, or tax year beginning and ending

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization  
**CHATTANOOGA ROOM IN THE INN, INC.**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**P.O. BOX 3564**  
 City or town, state or province, country, and ZIP or foreign postal code  
**CHATTANOOGA, TN 37404-0564**

**D** Employer identification number  
**62-1402358**

**E** Telephone number  
**(423) 624-6144**

**G** Gross receipts \$ **455,474.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list (see instructions)

**H(c)** Group exemption number

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.CHATTANOOGAROOMINTHEINN.COM**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1988** **M** State of legal domicile: **TN**

## Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities. <b>PROVIDE EMERGENCY SHELTER FOR HOMELESS WOMEN AND CHILDREN. EXTENDING PROGRAM INTO PERMANENT</b>	
		2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets
	3	17
	4	17
	5	15
	6	500
	7a	0.
	7b	0.
Revenue	Prior Year	Current Year
	8 Contributions and grants (Part VIII, line 1h)	326,855.
9 Program service revenue (Part VIII, line 2g)	0.	0.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	14.	32.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	62,110.	59,368.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	388,979.	420,730.
Expenses	Prior Year	Current Year
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	252,881.	271,635.
16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)	27,732.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-11j)	134,413.	139,101.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	387,294.	410,736.
19 Revenue less expenses Subtract line 18 from line 12	1,685.	9,994.
Net Assets or Fund Balances	Beginning of Current Year	End of Year
	20 Total assets (Part X, line 16)	910,818.
21 Total liabilities (Part X, line 26)	105,272.	105,206.
22 Net assets or fund balances Subtract line 21 from line 20	805,546.	815,540.

## Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

**Sign Here**  
 Signature of officer: *Erin Creal* Date: **6/9/15**  
**ERIN CREAL, EXECUTIVE DIRECTOR**  
 Type or print name and title

**Paid Preparer Use Only**  
 Print/Type preparer's name: **PAUL JOHNSON III, CPA** Preparer's signature: *Paul Johnson III, CPA* Date: **5/27/15** Check if self-employed:  PTIN: **P00932002**  
 Firm's name: **JOHNSON, MURPHEY & WRIGHT, P.C.** Firm's EIN: **62-1093134**  
 Firm's address: **301 NORTH MARKET STREET CHATTANOOGA, TN 37405** Phone no.: **(423) 756-1170**

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

SCANNED JUL 0 1 2015

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248145604  
Mar. 17, 2015 LTR 4168C 0  
62-1402358 000000 00

00017815  
BODC: TE

CHATTANOOGA ROOM IN THE INN INC  
% ERIN CREAL  
PO BOX 3564  
CHATTANOOGA TN 37404



021017

Employer Identification Number: 62-1402358  
Person to Contact: MR. CORDELL  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 06, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March, 1990.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

*Kathy Sanders*  
2/19/16

0248145604  
Mar. 17, 2015 LTR 4168C 0  
62-1402358 000000 00  
00017816

CHATTANOOGA ROOM IN THE INN INC  
% ERIN CREAL  
PO BOX 3564  
CHATTANOOGA TN 37404

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Doris P. Kenwright*

Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

*Kathy Sanders*  
*2/19/16*



## Hamilton County Board of Commissioners RESOLUTION

No. 316-20

A RESOLUTION MAKING AN APPROPRIATION TO CHURCHVILLE NEIGHBORHOOD ASSOCIATION, INC., IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate Five Thousand Dollars (\$5,000.00) from General Fund discretionary monies to Churchville Neighborhood Association, Inc., to assist with youth development; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Five Thousand Dollars (\$5,000.00) from General Fund discretionary monies be appropriated to Churchville Neighborhood Association, Inc., to assist with youth development.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
  
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 16, 2016

\_\_\_\_\_

Date

# Churchville Neighborhood Association

## Financial Statement for January 1,2014 -December 31,2014

<b>Income</b>	<b>Amount</b>
CD Interest	00
Check Interest	00
Grants	\$13,000.00
Building Funds	00
Fundraiser	\$2,439.00
Dues & Other Revenue	\$2,168.00
<b>Total Income</b>	<b>\$17,607.00</b>
<b>Expenses</b>	
Taxes	00
Bank Charges	00
Offices Supplies	\$250.00
Community Events	\$2,505.00
Youth Summer Program	\$13,000.00
Total Operating Expense	\$15,755.00
<b>Net Operating Income</b>	
<b>\$1,852.00</b>	

Signature: Charlette Anderson

President of Churchville Neighborhood Association INC. 9/9/2015

# Churchville Neighborhood Association

Balance Sheet for January 1,2014 – December 31,2014

Assets	Amount
Cash on hand	\$2,167.78
Equipment	.00
Supplies	.00
Total Assets	\$2,167.78

Liabilities	.00
Net Worth as of date	\$2,167.78

Sign. Charlette Anderson

President of Churchville Neighborhood Association Inc.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 28 2008

CHURCHVILLE NEIGHBORHOOD  
ASSOCIATION INC  
PO BOX 3544  
CHATTANOOGA, TN 37404

Employer Identification Number:  
06-1706492

DLN:

17053288310007

Contact Person:

JOHN JEWNEWEIN

ID# 11307

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

January 3, 2008

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2012

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 9734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

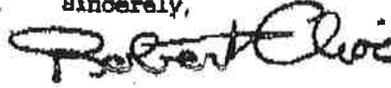
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

-2-

CHORCEVILLE NEIGHBORHOOD

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Publication 4221-PC  
Statute Extension

Letter 1045 (DO/CG)



# Hamilton County Board of Commissioners RESOLUTION

No. 316-21

A RESOLUTION ADDING ELEVATOR CONSULTING SERVICES AND TECHNOLOGY CONSULTING SERVICES TO THE LIST OF PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES THAT MAY BE OBTAINED SUBJECT TO SECTION 4.2.4.K OF THE PURCHASING RULES FOR HAMILTON COUNTY.

WHEREAS, State law and the Purchasing Rules for Hamilton County allow certain services to be obtained based upon recognized competency, integrity and skill.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the Board of County Commissioners hereby authorizes the addition of Elevator Consulting Services and Technology Consulting Services to the list of professional services that can be obtained pursuant to Section 4.2.4.K of the Purchasing Rules for Hamilton County.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

Approved:

Vetoed:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
March 16, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 316-22

**A RESOLUTION TO ADOPT A FUNDING POLICY FOR THE HAMILTON COUNTY EMPLOYEES’ PENSION PLAN, THE HAMILTON COUNTY COMMISSIONERS’ PENSION PLAN, AND THE HAMILTON COUNTY TEACHERS’ PENSION PLAN.**

**WHEREAS,** *Tennessee Code Annotated, Title 8, Chapter 37, Part 3 and Title 9, Chapter 3* requires that all political subdivisions operating defined benefit pension plans that are managed outside of the Tennessee Consolidated Retirement System (TCRS) develop a funding policy for each such plan; and

**WHEREAS,** Hamilton County maintains three defined benefit plans in addition to the pension plans that are managed by TCRS; and

**WHEREAS,** the three such pension plans consist of the Hamilton County Employees’ Pension Plan, the Hamilton County Commissioners’ Pension Plan, and the Hamilton County Teachers’ Pension Plan; and

**WHEREAS,** Hamilton County has developed a Funding Policy for each of the three pension plans in accordance with State law.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

That the Funding Policies for the Hamilton County Employees’ Pension Plan, the Hamilton County Commissioners’ Pension Plan, and the Hamilton County Teachers’ Pension Plan, as attached as Exhibits A, B and C, respectively, to this resolution, incorporated herein by reference, are hereby adopted.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

**Funding Policy**  
**Hamilton County Employees' Pension Plan**

The Hamilton County Board of Commissioners hereby adopts this document as the defined benefit funding policy for the Hamilton County Employees' Pension Plan. This document is prepared in accordance with Public Chapter 990, Acts of 2014.

**Preamble**

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the Hamilton County Employees' Pension Plan. The purpose of the methodology is to ensure that current assets plus future assets from employer contributions, employee contributions, and investment earnings will be sufficient to finance all defined benefit pension benefits provided by the Hamilton County Employees' Pension Plan, including but not limited to death, disability and retirement benefits. The funding policy is intended to reflect a reasonable and fiscally conservative approach with each generation of taxpayers financing, to the greatest extent possible, the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that this funding policy comply with all applicable federal and state laws, rules, and regulations.

This funding policy is being adopted by the Board of Commissioners of Hamilton County, Tennessee in accordance with Chapter Number 990 of the Public Acts of 2014, and also in fulfilling its fiduciary duty. Moreover, adoption of a funding policy is recommended by the Government Finance Officers Association and the Governmental Accounting Standards Board.

**Components of this Funding Policy**

1. The ADC (actuarially determined contributions) for the pension plan, which shall include the normal costs and the amortization of any unfunded accrued liability;
2. The maximum amortization period; and
3. A statement indicating that the political subdivision shall include at least one hundred percent (100%) funding of the ADC within its budget.

## **Actuarial Services**

Hamilton County shall obtain the services of an independent, qualified actuary who shall determine the ADC for its defined benefit pension plan. The actuary shall be a member of the American Academy of Actuaries, shall not be a member of the Board of Commissioners of Hamilton County and shall not be otherwise eligible to participate in any of Hamilton County's pension plans.

Hamilton County shall acquire the services of a professional actuarial firm(s) to perform an actuarial experience study, an actuarial valuation, and other necessary actuarial services, including an actuarial audit if deemed appropriate. In the case in which an actuarial audit is appropriate, the actuarial firm that performs the actuarial audit shall not be the same firm that performs the actuarial valuation and the actuarial experience study. The contractual agreement with an actuarial firm shall not exceed five (5) years. The actuarial firm shall be independent and shall act as an advisor on actuarial matters on behalf of Hamilton County, Tennessee.

The lead actuaries of actuarial firms shall have the requisite experience, capabilities, strengths, and qualifications including, but not limited to, the following:

1. Member of the American Academy of Actuaries,
2. Attainment of the Fellowship of the Society of Actuaries (FSA) designation,
3. Attainment of the Enrolled Actuary (EA) designation, and
4. At least seven (7) years of actuarial experience in the defined benefit field.

## **Actuarial Experience Study**

An actuarial experience study shall be conducted on the Hamilton County Employees' Pension Plan at least every two years beginning with the fiscal year ended June 30, 2015. As determined necessary, assumptions may be evaluated on an interim basis.

Assumptions adopted by Hamilton County, Tennessee should be established based on past experience and future expectations as the result of an extensive actuarial experience study.

Demographic assumptions to be established include, but are not limited to, the following:

1. Turnover pattern
2. Pre-retirement mortality based on expected improvement in mortality
3. Pattern of retirement
4. Pattern of disability
5. Post-retirement mortality

Economic assumptions to be established include, but are not limited to, the following:

1. Investment earnings (net of investment expenses) (*NOTE: the investment earnings assumption cannot exceed the rate adopted by TCRS by more than 50 basis points*)
2. Salary
3. Retiree COLA

Economic assumptions shall include an underlying assumption for inflation.

The actuarial experience study shall also generate administrative factors including, but not limited to, the following: (1) survivorship benefit option factors, (2) social security leveling option factors, (3) early retirement reduction factors, (4) age 65 actuarial equivalent factors, and (5) annuity factors. These factors shall be determined on a cost neutral basis.

## **Actuarial Valuation**

*Valuation method and frequency.* An actuarial valuation to determine the “Actuarially Determined Contribution (ADC)” rate to finance pension obligations shall be performed every two years beginning as of June 30, 2015. The valuation shall utilize the entry-age normal actuarial method. The ADC shall include (1) the normal cost, (2) the unfunded liability cost, and (3) the cost of administration. The ADC shall be calculated and become applicable on July 1 of each year following the valuation date.

*Funding the ADC.* The ADC, as determined by an actuarial valuation, shall provide funding at a level of no less than 100%. With respect to the obligations of Hamilton County, the Hamilton County budget shall include funding of at least 100% of the ADC.

*Asset smoothing method.* An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be ten (10) years. However, there shall be a corridor so that the actuarial value of assets cannot be 20% more than nor 20% less than the market value of assets existing as of the actuarial valuation date.

*Amortization methodology for actuarial gains and losses.* Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period not to exceed 20 years. A tier approach will be utilized with new actuarial gains and losses from each actuarial valuation. Each tier shall be amortized over a closed, maximum 20 year period. The amortization period may be shortened or extended from valuation to valuation but the gains and losses for a specific tier must be completely amortized within 20 years. Any extension of the amortization period for a specific tier cannot exceed the 20 year maximum less whatever time has elapsed from the beginning of the amortization period.

The unfunded liability based on the 2015 actuarial valuation shall be funded no later than 2035. In subsequent actuarial valuations, new tiers of actuarial gains and losses where actual experience differed from assumed experience, changes in demographic and economic assumptions are made, and changes in benefit provisions are enacted shall be amortized over a closed period not to exceed 20 years.

*Demographic data.* The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants and disability annuitants).

*Benefit provisions.* The actuarial valuation shall include all benefits being accrued by members of the Hamilton County Employees’ Retirement Plan including, but not limited to, retirement,

disability, death benefits, and post-employment cost-of-living adjustments (COLAs). The valuation shall be based on the benefit eligibility and benefit terms as set out in state law.

*Assumptions utilized.* Demographic and economic assumptions as determined by an actuarial experience study and adopted by the Hamilton County shall be utilized in the actuarial valuation.

### **Actuarial Audit** *(if appropriate)*

The Board of Commissioners of Hamilton County may choose at its discretion to contract for an actuarial audit. In such cases, the actuarial audit shall be conducted by an independent actuarial audit firm. The purpose of the actuarial audit shall include, but not be limited to the following: (1) the validation and verification of actuarial valuation results for both funding and accounting; (2) an evaluation of the reasonableness of actuarial assumptions and methods; (3) compliance with professional standards such as generally accepted actuarial standards; and (4) compliance with state law and Board policy.

### **Transparency and Accountability**

This funding policy, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be readily available for review. Accordingly, the funding policy shall be posted on the website of Hamilton County, Tennessee. Further, the actuarial experience study, the actuarial valuation, and the actuarial audit, if conducted, shall be maintained on the departmental website for a period of no less than five years after being published.

### **Filing of Funding Policy**

Pursuant to Public Chapter 990, Acts of 2014, this funding policy and any amendments thereafter shall be submitted to the Comptroller of the Treasury within thirty (30) days after adoption.

### **Effective Date**

This policy shall remain in effect until amended by the Board of Commissioners of Hamilton County or preempted by federal or state law.

**Funding Policy**  
**Hamilton County Commissioners' Pension Plan**

The Hamilton County Board of Commissioners hereby adopts this document as the defined benefit funding policy for the Hamilton County Commissioners' Pension Plan. This document is prepared in accordance with Public Chapter 990, Acts of 2014.

**Preamble**

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the Hamilton County Commissioners' Pension Plan. The purpose of the methodology is to ensure that current assets plus future assets from employer contributions, employee contributions, and investment earnings will be sufficient to finance all defined benefit pension benefits provided by the Hamilton County Commissioners' Pension Plan, including but not limited to death, disability and retirement benefits. The funding policy is intended to reflect a reasonable and fiscally conservative approach with each generation of taxpayers financing, to the greatest extent possible, the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that this funding policy comply with all applicable federal and state laws, rules, and regulations.

This funding policy is being adopted by the Board of Commissioners of Hamilton County, Tennessee in accordance with Chapter Number 990 of the Public Acts of 2014, and also in fulfilling its fiduciary duty. Moreover, adoption of a funding policy is recommended by the Government Finance Officers Association and the Governmental Accounting Standards Board.

**Components of this Funding Policy**

1. The ADC (actuarially determined contributions) for the pension plan, which shall include the normal costs and the amortization of any unfunded accrued liability;
2. The maximum amortization period; and
3. A statement indicating that the political subdivision shall include at least one hundred percent (100%) funding of the ADC within its budget.

## **Actuarial Services**

Hamilton County shall obtain the services of an independent, qualified actuary who shall determine the ADC for its defined benefit pension plan. The actuary shall be a member of the American Academy of Actuaries, shall not be a member of the Board of Commissioners of Hamilton County and shall not be otherwise eligible to participate in any of Hamilton County's pension plans.

Hamilton County shall acquire the services of a professional actuarial firm(s) to perform an actuarial experience study, an actuarial valuation, and other necessary actuarial services, including an actuarial audit if deemed appropriate. In the case in which an actuarial audit is appropriate, the actuarial firm that performs the actuarial audit shall not be the same firm that performs the actuarial valuation and the actuarial experience study. The contractual agreement with an actuarial firm shall not exceed five (5) years. The actuarial firm shall be independent and shall act as an advisor on actuarial matters on behalf of Hamilton County, Tennessee.

The lead actuaries of actuarial firms shall have the requisite experience, capabilities, strengths, and qualifications including, but not limited to, the following:

1. Member of the American Academy of Actuaries,
2. Attainment of the Fellowship of the Society of Actuaries (FSA) designation,
3. Attainment of the Enrolled Actuary (EA) designation, and
4. At least seven (7) years of actuarial experience in the defined benefit field.

## **Actuarial Experience Study**

An actuarial experience study shall be conducted on the Hamilton County Commissioners' Pension Plan at least every two years beginning with the fiscal year ended June 30, 2015. As determined necessary, assumptions may be evaluated on an interim basis.

Assumptions adopted by Hamilton County, Tennessee should be established based on past experience and future expectations as the result of an extensive actuarial experience study.

Demographic assumptions to be established include, but are not limited to, the following:

1. Turnover pattern
2. Pre-retirement mortality based on expected improvement in mortality
3. Pattern of retirement
4. Pattern of disability
5. Post-retirement mortality

Economic assumptions to be established include, but are not limited to, the following:

1. Investment earnings (net of investment expenses) (*NOTE: the investment earnings assumption cannot exceed the rate adopted by TCRS by more than 50 basis points*)
2. Salary
3. Retiree COLA

Economic assumptions shall include an underlying assumption for inflation.

The actuarial experience study shall also generate administrative factors including, but not limited to, the following: (1) survivorship benefit option factors, (2) social security leveling option factors, (3) early retirement reduction factors, (4) age 65 actuarial equivalent factors, and (5) annuity factors. These factors shall be determined on a cost neutral basis.

## **Actuarial Valuation**

*Valuation method and frequency.* An actuarial valuation to determine the “Actuarially Determined Contribution (ADC)” rate to finance pension obligations shall be performed every two years beginning as of June 30, 2015. The valuation shall utilize the entry-age normal actuarial method. The ADC shall include (1) the normal cost, (2) the unfunded liability cost, and (3) the cost of administration. The ADC shall be calculated and become applicable on July 1 of each year following the valuation date.

*Funding the ADC.* The ADC, as determined by an actuarial valuation, shall provide funding at a level of no less than 100%. With respect to the obligations of Hamilton County, the Hamilton County budget shall include funding of at least 100% of the ADC.

*Asset smoothing method.* An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be ten (10) years. However, there shall be a corridor so that the actuarial value of assets cannot be 20% more than nor 20% less than the market value of assets existing as of the actuarial valuation date.

*Amortization methodology for actuarial gains and losses.* Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period not to exceed 20 years. A tier approach will be utilized with new actuarial gains and losses from each actuarial valuation. Each tier shall be amortized over a closed, maximum 20 year period. The amortization period may be shortened or extended from valuation to valuation but the gains and losses for a specific tier must be completely amortized within 20 years. Any extension of the amortization period for a specific tier cannot exceed the 20 year maximum less whatever time has elapsed from the beginning of the amortization period.

The unfunded liability based on the 2015 actuarial valuation shall be funded no later than 2035. In subsequent actuarial valuations, new tiers of actuarial gains and losses where actual experience differed from assumed experience, changes in demographic and economic assumptions are made, and changes in benefit provisions are enacted shall be amortized over a closed period not to exceed 20 years.

*Demographic data.* The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants and disability annuitants).

*Benefit provisions.* The actuarial valuation shall include all benefits being accrued by members of the Hamilton County Commissioners’ Retirement Plan including, but not limited to,

retirement, disability, death benefits, and post-employment cost-of-living adjustments (COLAs). The valuation shall be based on the benefit eligibility and benefit terms as set out in state law.

*Assumptions utilized.* Demographic and economic assumptions as determined by an actuarial experience study and adopted by the Hamilton County shall be utilized in the actuarial valuation.

### **Actuarial Audit** *(if appropriate)*

The Board of Commissioners of Hamilton County may choose at its discretion to contract for an actuarial audit. In such cases, the actuarial audit shall be conducted by an independent actuarial audit firm. The purpose of the actuarial audit shall include, but not be limited to the following: (1) the validation and verification of actuarial valuation results for both funding and accounting; (2) an evaluation of the reasonableness of actuarial assumptions and methods; (3) compliance with professional standards such as generally accepted actuarial standards; and (4) compliance with state law and Board policy.

### **Transparency and Accountability**

This funding policy, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be readily available for review. Accordingly, the funding policy shall be posted on the website of Hamilton County, Tennessee. Further, the actuarial experience study, the actuarial valuation, and the actuarial audit, if conducted, shall be maintained on the departmental website for a period of no less than five years after being published.

### **Filing of Funding Policy**

Pursuant to Public Chapter 990, Acts of 2014, this funding policy and any amendments thereafter shall be submitted to the Comptroller of the Treasury within thirty (30) days after adoption.

### **Effective Date**

This policy shall remain in effect until amended by the Board of Commissioners of Hamilton County or preempted by federal or state law.

**Funding Policy**  
**Hamilton County Teachers' Pension Plan**

The Hamilton County Board of Commissioners hereby adopts this document as the defined benefit funding policy for the Hamilton County Teachers' Pension Plan. This document is prepared in accordance with Public Chapter 990, Acts of 2014.

**Preamble**

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the Hamilton County Teachers' Pension Plan. The purpose of the methodology is to ensure that current assets plus future assets from employer contributions, employee contributions, and investment earnings will be sufficient to finance all defined benefit pension benefits provided by the Hamilton County Teachers' Pension Plan, including but not limited to death, disability and retirement benefits. The funding policy is intended to reflect a reasonable and fiscally conservative approach with each generation of taxpayers financing, to the greatest extent possible, the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that this funding policy comply with all applicable federal and state laws, rules, and regulations.

This funding policy is being adopted by the Board of Commissioners of Hamilton County, Tennessee in accordance with Chapter Number 990 of the Public Acts of 2014, and also in fulfilling its fiduciary duty. Moreover, adoption of a funding policy is recommended by the Government Finance Officers Association and the Governmental Accounting Standards Board.

**Components of this Funding Policy**

1. The ADC (actuarially determined contributions) for the pension plan, which shall include the normal costs and the amortization of any unfunded accrued liability;
2. The maximum amortization period; and
3. A statement indicating that the political subdivision shall include at least one hundred percent (100%) funding of the ADC within its budget.

## **Actuarial Services**

Hamilton County shall obtain the services of an independent, qualified actuary who shall determine the ADC for its defined benefit pension plan. The actuary shall be a member of the American Academy of Actuaries, shall not be a member of the Board of Commissioners of Hamilton County and shall not be otherwise eligible to participate in any of Hamilton County's pension plans.

Hamilton County shall acquire the services of a professional actuarial firm(s) to perform an actuarial experience study, an actuarial valuation, and other necessary actuarial services, including an actuarial audit if deemed appropriate. In the case in which an actuarial audit is appropriate, the actuarial firm that performs the actuarial audit shall not be the same firm that performs the actuarial valuation and the actuarial experience study. The contractual agreement with an actuarial firm shall not exceed five (5) years. The actuarial firm shall be independent and shall act as an advisor on actuarial matters on behalf of Hamilton County, Tennessee.

The lead actuaries of actuarial firms shall have the requisite experience, capabilities, strengths, and qualifications including, but not limited to, the following:

1. Member of the American Academy of Actuaries,
2. Attainment of the Fellowship of the Society of Actuaries (FSA) designation,
3. Attainment of the Enrolled Actuary (EA) designation, and
4. At least seven (7) years of actuarial experience in the defined benefit field.

## **Actuarial Experience Study**

An actuarial experience study shall be conducted on the Hamilton County Teachers' Pension Plan at least every two years beginning with the fiscal year ended June 30, 2015. As determined necessary, assumptions may be evaluated on an interim basis.

Assumptions adopted by Hamilton County, Tennessee should be established based on past experience and future expectations as the result of an extensive actuarial experience study.

Demographic assumptions to be established include, but are not limited to, the following:

1. Turnover pattern
2. Pre-retirement mortality based on expected improvement in mortality
3. Pattern of retirement
4. Pattern of disability
5. Post-retirement mortality

Economic assumptions to be established include, but are not limited to, the following:

1. Investment earnings (net of investment expenses) (*NOTE: the investment earnings assumption cannot exceed the rate adopted by TCRS by more than 50 basis points*)
2. Salary
3. Retiree COLA

Economic assumptions shall include an underlying assumption for inflation.

The actuarial experience study shall also generate administrative factors including, but not limited to, the following: (1) survivorship benefit option factors, (2) social security leveling option factors, (3) early retirement reduction factors, (4) age 65 actuarial equivalent factors, and (5) annuity factors. These factors shall be determined on a cost neutral basis.

## **Actuarial Valuation**

*Valuation method and frequency.* An actuarial valuation to determine the “Actuarially Determined Contribution (ADC)” rate to finance pension obligations shall be performed every two years beginning as of June 30, 2015. The valuation shall utilize the entry-age normal actuarial method. The ADC shall include (1) the normal cost, (2) the unfunded liability cost, and (3) the cost of administration. The ADC shall be calculated and become applicable on July 1 of each year following the valuation date.

*Funding the ADC.* The ADC, as determined by an actuarial valuation, shall provide funding at a level of no less than 100%. With respect to the obligations of Hamilton County, the Hamilton County budget shall include funding of at least 100% of the ADC.

*Asset smoothing method.* An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be ten (10) years. However, there shall be a corridor so that the actuarial value of assets cannot be 20% more than nor 20% less than the market value of assets existing as of the actuarial valuation date.

*Amortization methodology for actuarial gains and losses.* Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period not to exceed 20 years. A tier approach will be utilized with new actuarial gains and losses from each actuarial valuation. Each tier shall be amortized over a closed, maximum 20 year period. The amortization period may be shortened or extended from valuation to valuation but the gains and losses for a specific tier must be completely amortized within 20 years. Any extension of the amortization period for a specific tier cannot exceed the 20 year maximum less whatever time has elapsed from the beginning of the amortization period.

The unfunded liability based on the 2015 actuarial valuation shall be funded no later than 2035. In subsequent actuarial valuations, new tiers of actuarial gains and losses where actual experience differed from assumed experience, changes in demographic and economic assumptions are made, and changes in benefit provisions are enacted shall be amortized over a closed period not to exceed 20 years.

*Demographic data.* The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants and disability annuitants).

*Benefit provisions.* The actuarial valuation shall include all benefits being accrued by members of the Hamilton County Teachers’ Retirement Plan including, but not limited to, retirement,

disability, death benefits, and post-employment cost-of-living adjustments (COLAs). The valuation shall be based on the benefit eligibility and benefit terms as set out in state law.

*Assumptions utilized.* Demographic and economic assumptions as determined by an actuarial experience study and adopted by the Hamilton County shall be utilized in the actuarial valuation.

### **Actuarial Audit** *(if appropriate)*

The Board of Commissioners of Hamilton County may choose at its discretion to contract for an actuarial audit. In such cases, the actuarial audit shall be conducted by an independent actuarial audit firm. The purpose of the actuarial audit shall include, but not be limited to the following: (1) the validation and verification of actuarial valuation results for both funding and accounting; (2) an evaluation of the reasonableness of actuarial assumptions and methods; (3) compliance with professional standards such as generally accepted actuarial standards; and (4) compliance with state law and Board policy.

### **Transparency and Accountability**

This funding policy, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be readily available for review. Accordingly, the funding policy shall be posted on the website of Hamilton County, Tennessee. Further, the actuarial experience study, the actuarial valuation, and the actuarial audit, if conducted, shall be maintained on the departmental website for a period of no less than five years after being published.

### **Filing of Funding Policy**

Pursuant to Public Chapter 990, Acts of 2014, this funding policy and any amendments thereafter shall be submitted to the Comptroller of the Treasury within thirty (30) days after adoption.

### **Effective Date**

This policy shall remain in effect until amended by the Board of Commissioners of Hamilton County or preempted by federal or state law.



## Hamilton County Board of Commissioners

# RESOLUTION

No. 316-23

**A RESOLUTION AUTHORIZING HAMILTON COUNTY TO MAKE AN INTERGOVERNMENTAL TRANSFER TO THE STATE OF TENNESSEE'S TENNCARE PROGRAM IN ORDER TO SECURE ADDITIONAL FUNDING FROM THE STATE OF TENNESSEE'S PUBLIC HOSPITAL SUPPLEMENTAL PAYMENT POOL ("PHSPP") FOR THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY ("ERLANGER").**

WHEREAS, the TennCare Program as administered by the State of Tennessee has a financial pool of One Hundred Million Dollars (\$100,000,000) known as the Public Hospital Supplemental Payment Pool ("PHSPP"), for the providing of health services to TennCare enrollees and uninsured patients being serviced by Metro Nashville General Hospital, Regional One Health at Memphis and the Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger"); and

WHEREAS, Erlanger's participation in said pool requires Hamilton County (as a political subdivision of the State of Tennessee) to make an intergovernmental transfer from the County to the State of Tennessee's TennCare Program in the amount of Nine Million Seven Hundred Eighty Two Thousand Two Hundred Sixty Five Dollars (\$9,782,265) in order to secure Twenty Seven Million Nine Hundred Eighty Nine Thousand Three Hundred Twelve Dollars (\$27,989,312) for Erlanger from the TennCare Program; and

WHEREAS, an interlocal agreement was approved by this body in April 2014 by resolution number 414-31 allowing such intergovernmental transfer; and

WHEREAS, Erlanger shall tender to Hamilton County from Erlanger's public funds said required, Nine Million Seven Hundred Eighty Two Thousand Two Hundred Sixty Five Dollars (\$9,782,265) and the County will then forward said sum as received from Erlanger to the State of Tennessee's TennCare Program to be credited as Erlanger's required contribution of the non-federal share of the said Twenty Seven Million Nine Hundred Eighty Nine Thousand Three Hundred Twelve Dollars (\$27,989,312) in TennCare payments to Erlanger, and

WHEREAS, this County Legislative Body deems this transaction to be in the best interest of the citizens of this County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Hamilton County is authorized to accept from Erlanger the sum of Nine Million Seven Hundred Eighty Two Thousand Two Hundred Sixty Five Dollars (\$9,782,265) from the public Erlanger funds, and to transmit same as

received to the State of Tennessee's Bureau of TennCare to be credited by same as the required contribution on behalf of Erlanger to be used as the non-federal share of Public Hospital Supplemental Payment Pool ("PHSPP") payments to Erlanger in the amount of Twenty Seven Million Nine Hundred Eighty Nine Thousand Three Hundred Twelve Dollars (\$27,989,312) for Erlanger's uncompensated care of TennCare enrollees and uninsured patients.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
March 16, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 316-24

(P.C. NO. 2016-014)

## A RESOLUTION GRANTING APPROVAL OF A SPECIAL PERMIT FOR A CELL TOWER ON A TRACT OF LAND LOCATED AT 3375 CAMP ROAD

**WHEREAS**, Faulk & Foster c/o James L. Lapann & Johnson Parkers & Mary Florence petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from granting the approval of a Special Permit for a Cell Tower on a tract of land located at 3375 Camp Road , and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Faulk & Foster c/o James L. Lapann & Johnson Parkers & Mary Florence requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on March 16, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended granting the approval of a Special Permit for a Cell Tower on a tract of land located at 3375 Camp Road. An unplatted tract of land located at 3375 Camp Road being a leased 100' x 100' portion of the property described in Deed Book 5675, Page 142, ROHC. Part of Tax Map 161-021 as shown on the attached map

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

2016-014 Hamilton County  
February 8, 2015

RESOLUTION

WHEREAS, Faulk & Foster c/o James L. Lapann & Johnson Parkers & Mary Florence petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting the approval of a Special Permit for a Cell Tower on a tract of land located at 3375 Camp Road.

An unplatted tract of land located at 3375 Camp Road being a leased 100' x 100' portion of the property described in Deed Book 5675, Page 142, ROHC. Part of Tax Map 161-021 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 8, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 8, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



# 2016-014 Special Permit for a Cell Tower

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-014: Approve



500 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-014

PC Meeting Date: 02-08-16

**Applicant Request****Special Permit for a Cell Tower**

Property Location:	3375 Camp Road
Property Owner:	Johnson Parker & Mary Florence
Applicant:	Faulk & Foster, by James L Lapann

**Project Description**

- Proposal: Construction and operation of a 155' telecommunication monopole transmission tower. Tower to be set back from Camp Road with a fall radius of 155'.
- Proposed Access: Main entrance on Camp Road.
- Proposed Development Form: The site plan identifies the location for a 155' tall cell tower approximately 800' south of Camp Road on the property.

**Site Analysis****Site Description**

- Location: The 126 acre site is located on both sides of Camp Road.
- Current Access: Camp Road.
- Current Development form: Rural vacant land with few single story houses.
- Current Land Uses: To the west, north, and east are agricultural and rural residential uses. To the south are suburban residential uses.

**Zoning History**

- The site is currently zoned A-1 Agricultural.
- The property to the north is zoned A-1 Agricultural. The property to the east is zoned A-1 Agricultural and R-5 Single-wide Manufactured Home. The property to the south is zoned R-1 Single-Family Residential. The property to the west is zoned A-1 Agricultural and R-5 Single-wide Manufactured Home.

**Plans/Policies/Regulations**

- There is no current adopted neighborhood land use plan for this area.
- A cell tower is permitted in the A-1 Agricultural District with a special permit approved by Hamilton County Commission subject to the requirements of Article VI, Section 410 of the Hamilton County Zoning Regulations.

**Key Findings**

- The proposed use is located a significant distance from surrounding uses.
- The proposed tower's fall zone excludes all existing buildings.
- The proposed structure does raise concerns regarding lighting, or height.

**Staff Recommendation**

Approve



## 2016-014 Special Permit for a Cell Tower

1,665 ft

**Chattanooga Hamilton County Regional Planning Agency**





# Hamilton County Board of Commissioners RESOLUTION

No. 316-25

(P.C. NO. 2016-016)

## A RESOLUTION GRANTING A SPECIAL PERMIT FOR A SHORT TERM VACATION RENTAL ON PROPERTY AT 719 SOUTH SCENIC HIGHWAY

**WHEREAS,** John Cameron/Jeri Arledge petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from granting a Special Permit for a Short Term Vacation Rental on property at 719 South Scenic Highway, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS,** John Cameron/Jeri Arledge requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on March 16, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended granting a Special Permit for a Short Term Vacation Rental on property at 719 South Scenic Highway. Lot 7, Amended Plat of Benham and Frazier's Subdivision on Lookout Mountain, Plat Book 11, Page 43, ROHC, Deed Book 10624, Page 775, ROHC. Tax Map 167A-H-003 as shown on the attached map

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

2016-016 Hamilton County  
February 8, 2016

RESOLUTION

WHEREAS, John Cameron/Jeri Arledge petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Permit for a Short Term Vacation Rental on property at 719 South Scenic Highway.

Lot 7, Amended Plat of Benham and Frazier's Subdivision on Lookout Mountain, Plat Book 11, Page 43, ROHC, Deed Book 10624, Page 775, ROHC. Tax Map 167A-H-003 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 8, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 8, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2016-016 Special Permit for a Short Term Vacation Rental

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-016: Approve



299 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-016

PC Meeting Date: 02-08-16

**Applicant Request****Special Permit for a Short Term Vacation Rental**

Property Location:	719 South Scenic Highway
Property Owner:	Jeri Arledge
Applicant:	John Cameron

**Project Description**

- Proposal: Convert existing single-family residential into short-term vacation rental.
- Proposed Access: Main entrance on Sanders Road.

**Site Analysis****Site Description**

- Location: The approximately 29,000 square foot site is located on the east side of South Scenic Highway at the intersection of Sanders Road.
- Current Access: Access from Sanders Road.
- Current Development form: The area is predominately one and two story single-family dwellings. The site has steep slopes which continue east of the site.
- Current Land Uses: The site is surrounded by single family residential uses.

**Zoning History**

- The site is currently zoned R-2 Urban Residential District.
- The property to the north is zoned R-1 Single-Family Residential District. The property to the east is zoned R-2 Urban Residential District. The property to the south is zoned R-1 Single-Family Residential District. The property to the west is zoned R-1 Single-Family Residential District.

**Plans/Policies/Regulations**

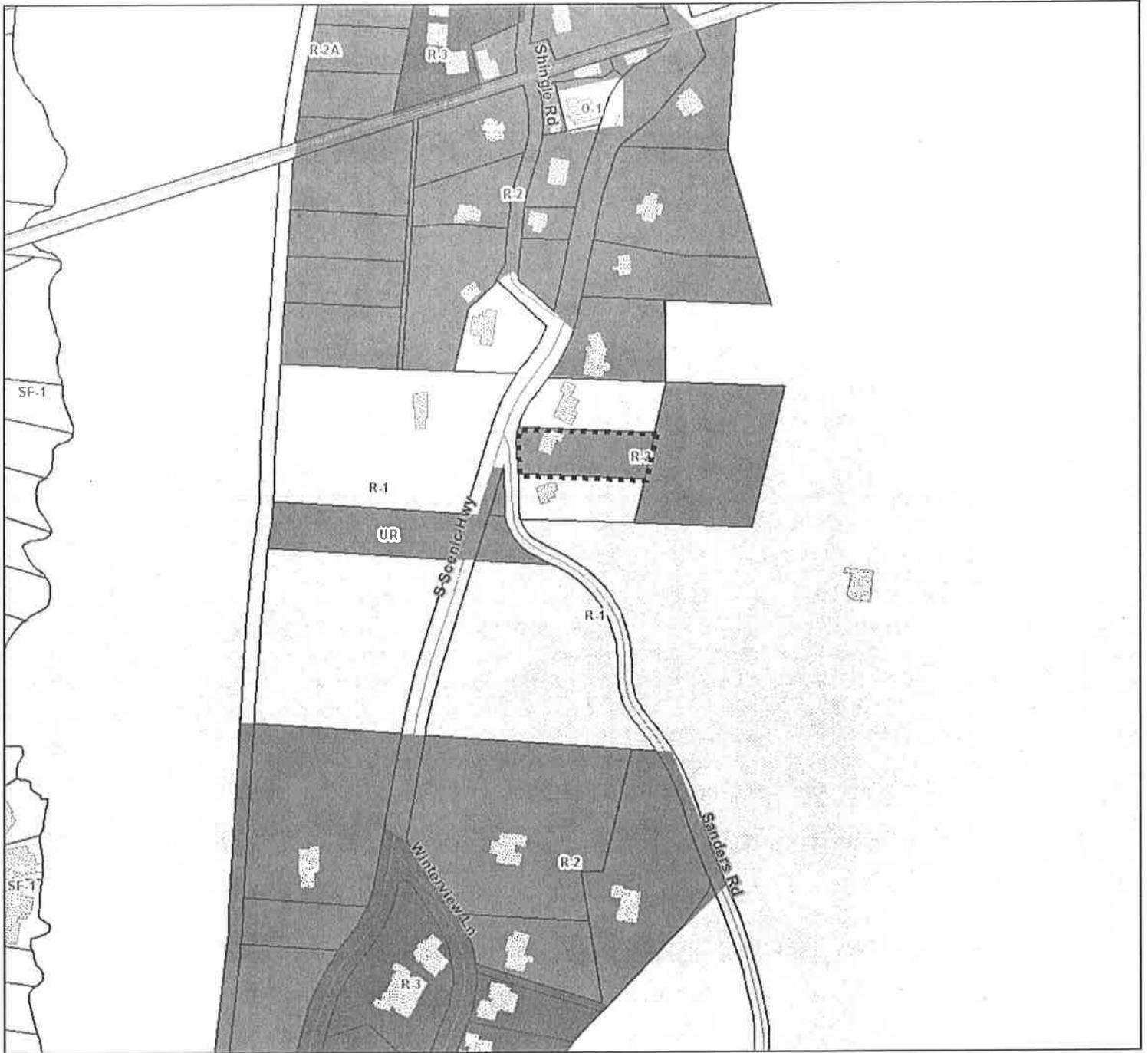
- There is no current adopted land use plan for this area.
- The R-2 Urban Residential District permits allows short-term vacation rental through a special permit approved by Hamilton County Commission, subject to the requirements of Article VI, section 408 of the Hamilton County Zoning Regulations.

**Key Findings**

- The proposed use is compatible with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed structure does not raise concerns regarding location, lighting, or height.

**Staff Recommendation**

Approve



## 2016-016 Special Permit for a Short Term Vacation Rental

299 ft

**Chattanooga Hamilton County Regional Planning Agency**

Site Plan

Case # 2016-016

Total Acres being requested for rezoning or special permit: 0.66 +/-

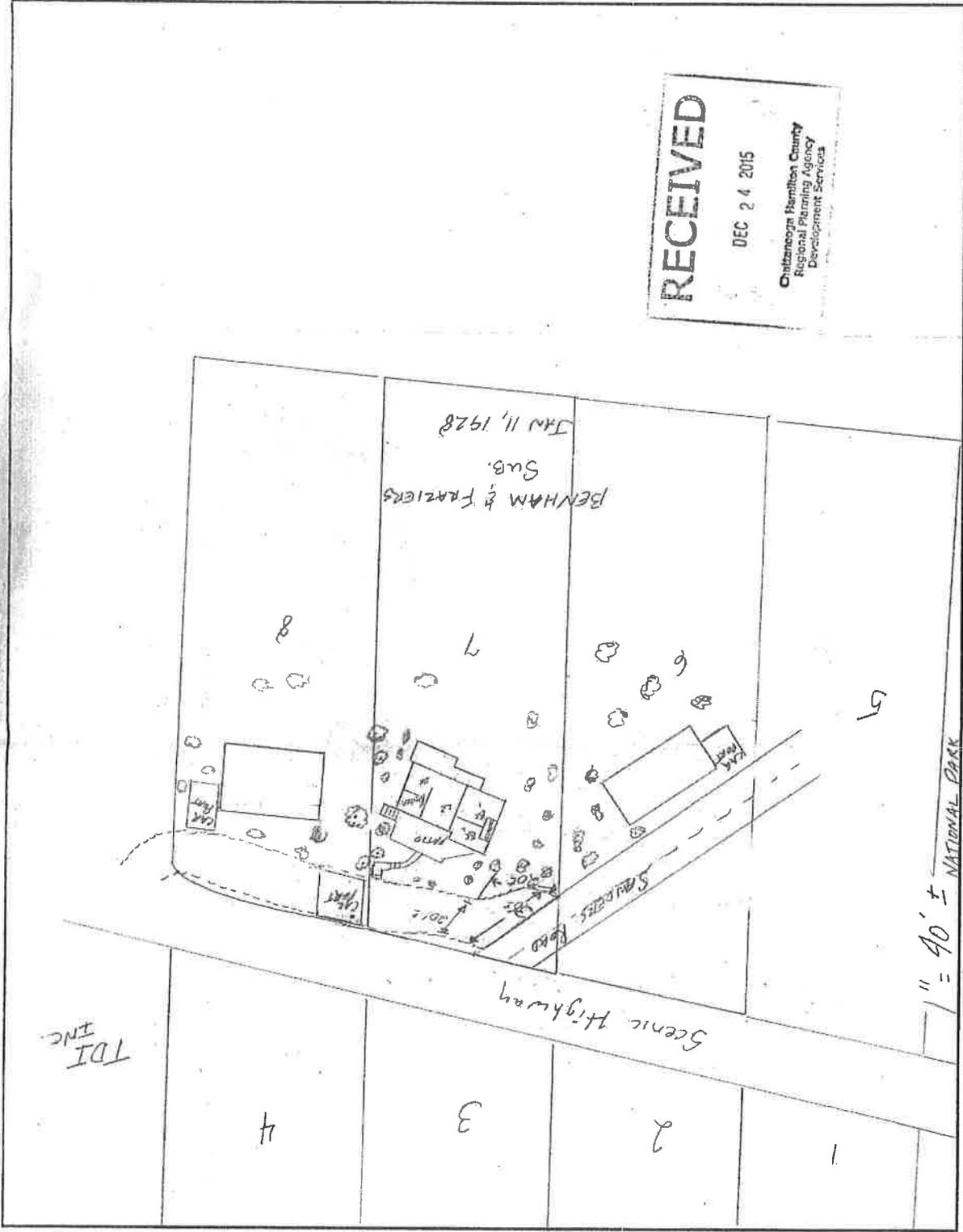
Total number of dwelling units (if applicable): \_\_\_\_\_

Identify all items on the site plan that are listed in the RPA Site Plan Policy



Date Received 2.24.15

Applicant Initial JAC





# Hamilton County Board of Commissioners

## RESOLUTION

No. 316-26

P.C. NO. 2016-027)

**A RESOLUTION TO REZONE FROM A-1  
AGRICULTURAL DISTRICT AND R-2  
RESIDENTIAL DISTRICT TO R-1 SINGLE  
FAMILY RESIDENTIAL DISTRICT, PROPERTY  
LOCATED AT 3015 OOLTEWAH-RINGGOLD  
ROAD**

**WHEREAS**, McCoy Homes, Incorporated petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and R-2 Residential District to R-1 Single Family Residential District, property located at 3015 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, McCoy Homes requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on March 16, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District and R-2 Residential District to R-1 Single Family Residential District, property located at 3015 Ooltewah-Ringgold Road. An unplatted tract of land located at 3015 Ooltewah Ringgold Road and being the property described in Deed Book 10644, Page 325, ROHC. Tax Map 150-185 as shown on the attached map.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 16, 2016

\_\_\_\_\_

Date

2016-027 Hamilton County  
February 8, 2016

RESOLUTION

WHEREAS, McCoy Homes, Incorporated petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission rezoning from A-1 Agricultural District and R-2 Residential District to R-1 Single Family Residential District, property located at 3015 Ooltewah-Ringgold Road.

An unplatted tract of land located at 3015 Ooltewah Ringgold Road and being the property described in Deed Book 10644, Page 325, ROHC. Tax Map 150-185 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 8, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is consistent with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 8, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



# 2016-027 Rezoning from A-1 and R-2 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-027: Approve



476 ft



# PLANNING COMMISSION CASE REPORT

Case Number: 2016-027

PC Meeting Date: 02-08-16

## Applicant Request

**Rezone from A-1 Agricultural and R-2 Urban Residential to R-1 Single-Family Residential**

Property Location:	3015 Ooltewah Ringgold Road
Property Owner:	McCoy Homes Inc.
Applicant:	McCoy Homes Inc.

### Project Description

- Proposal: Develop 10.5-acre site with 39 single-family lots.
- Proposed Access: The only access will be from Ooltewah Ringgold Road..
- Proposed Development Form: Single -family detached houses on lots approximately 9,500 square feet in size. Site is proposed to be on sewer.
- Proposed Density: Approximately 3.71 dwelling units per acre.

## Site Analysis

### Site Description

- Location: The 10.5-acre site fronts Ooltewah Ringgold Road less than 100' from the Ooltewah Ringgold Road and Wilson Drive intersection.
- Current Access: The only access is from Ooltewah Ringgold Road.
- Current Development form: The site currently has a single-family house and several large accessory buildings on site. The adjacent lots to the south are approximately 4 acres in size with single-family dwelling on each. The adjacent lot to the north has a church and large parking area. To the northwest is a subdivision of small lot single-family houses.
- Current Density: Average residential density of the R-1 Residential Zone development to the rear is approximately 3.2 dwelling units per acre. The

### Zoning History

- The site is currently zoned A-1 Agriculture District and R-2 Urban Residential District.
- The property to the north is zoned A-1 Agricultural District and R-1 Single-Family Residential District. The property to the east is zoned A-1 Agricultural District and R-2 Urban Residential District. The property to the south is zoned A-1 Agricultural District. The property to the west is zoned A-1 Agricultural District and R-1 Single-Family Residential District.
- The nearest R-1 Single-Family Residential District (same as the request) is adjacent to the site on the northwest corner.
- There has been no recent zoning activity on this site.

### Plans/Policies/Regulations

- There is no current adopted land use plan for this area.
- The R-1 Single-Family Residential District permits single-family dwellings on lots not smaller than 7,500 square feet if on sewer.

## Key Findings

- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the smaller lot single-family dwelling development form of existing R-1 Residential Zone adjacent to the site on the west and farther north.
- The proposal is not consistent with the larger lot single-family dwelling development form of existing A-1 Agricultural Zone adjacent to the site on the south and east.
- The proposed structure does not raise concerns regarding location, lighting, or height.
- The proposal would be an extension of an existing zone.
- The proposal would continue a precedent for future R-1 Residential Zone requests.

# PLANNING COMMISSION CASE REPORT

## Staff Recommendation

Approve



## 2016-027 Rezoning from A-1 and R-2 to R-1

476 ft

**Chattanooga Hamilton County Regional Planning Agency**





# Hamilton County Board of Commissioners

## RESOLUTION

No. 316-27

**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS, ARTICLE VI, EXCEPTIONS, SECTION 400 SPECIAL PERMITS BY HAMILTON COUNTY COMMISSION, SUBSECTION 401.7, APPLICATION PROCEDURE FOR PLANNED UNIT DEVELOPMENT BY DELETING ITEM "F(1)" THAT REFERENCES A SIXTY (60) MONTH EXPIRATION PERIOD AND CORRECT MINOR WORDING WITHIN REMAINING ITEMS B(2), E(1) AND F(3)**

**WHEREAS**, there is a proposal to amend the Hamilton County Zoning Regulations and the Chattanooga-Hamilton County Regional Planning Commission has reviewed the proposed amendment and respectfully recommends to the County Mayor and Members of the County Commission that the following change to the Hamilton County Zoning Regulations be made; and

**WHEREAS**, the Chattanooga-Hamilton County Regional Planning Commission requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on March 16, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended as follows:

**Subsection 401.7 Application Procedure for Planned Unit Development:**

**Item "B(2)" :**

**Change** the minimum scale from one inch equals one hundred feet (1"=100') to one inch equals two hundred feet (1"=200').

**Item “F(1)” :**

**DELETE** in its entirety and renumber the remaining sub-items in numeric order.

**Item “E(1)” :**

**Remove** the word “active” from the last sentence.

**Item “F(3)”:**

**Remove** the words “expires or” from the first sentence.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 16, 2016

\_\_\_\_\_

Date



**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS,  
ARTICLE VI, EXCEPTIONS, SECTION 400 SPECIAL PERMITS BY  
HAMILTON COUNTY COMMISSION,  
SUBSECTION 401.7, APPLICATION PROCEDURE FOR PLANNED UNIT DEVELOPMENT  
BY DELETING ITEM "F(1)" THAT REFERENCES A SIXTY (60) MONTH  
EXPIRATION PERIOD AND CORRECT MINOR WORDING WITHIN REMAINING ITEMS  
B(2), E(1) AND F(3)**

**WHEREAS**, development projects have certain "vested rights" under state law that did not exist at the time the 5-year (sixty month) expiration rule was added to the PUD requirements; and

**WHEREAS**, the "major change" section of the PUD requirements are very specific and are a better tool than an expiration date to regulate change over time; and

**WHEREAS**, PUD Plans must follow existing platting and/or permitting process and timelines; and

**WHEREAS**, the current sixty (60) month expiration requirement is proving to create administrative conflicts and confusion; and

**WHEREAS**, the following amendments will apply to all current active PUD's.

**NOW THEREFORE, BE IT RESOLVED**, that the Chattanooga-Hamilton County Regional Planning Commission on February 8, 2016 does hereby recommend to the Hamilton County Commission that the Hamilton County Zoning Regulations be amended as follows:

**Subsection 401.7 Application Procedure for Planned Unit Development:**

**Item "B(2)" :**

Change the minimum scale from one inch equals one hundred feet (1"=100') to one inch equals two hundred feet (1"=200').

**Item "F(1)" :**

DELETE in its entirety and renumber the remaining sub-items in numeric order.

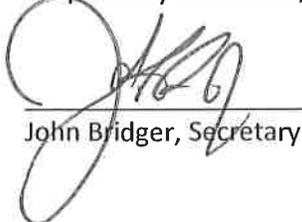
**Item "E(1)" :**

Remove the word "active" from the last sentence.

**Item "F(3)":**

Remove the words "expires or" from the first sentence.

Respectfully submitted,



John Bridger, Secretary

Date of Adoption: February 8, 2016  
JB:GH:PD:sh/Co App PUD2016



# Hamilton County Board of Commissioners RESOLUTION

No. 316-28

A RESOLUTION ACCEPTING THE BID OF PRATER FORD, INC. FOR ONE (1) CARGO VAN AMOUNTING TO \$29,826.00 FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) medium rooftop cargo van for the Sheriff’s Office; and,

WHEREAS, the bid from Prater Ford, Inc. amounting to \$29,826.00 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Prater Ford, Inc. for one (1) cargo van amounting to \$29,826.00 for the Sheriff’s Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

Bid# 0216-108 Medium Top Van  
Hamilton County, TN

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused current year model Cargo Van Vehicle with 148" Medium Roof, as per the following specifications, for the Hamilton County Sheriff's Office. Bid pricing must include shipping / delivery to Chattanooga, Tennessee.

#### **BID SUBMISSION REQUIREMENTS:**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 25, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid#0216-108: (1) Medium Top Van". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

#### **NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS**

***NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.***

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid #0216-108: (1) Medium Top Van from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

#### **CONTACTS:**

Questions regarding product specifications should be directed to Capt. Lynn Triplett or Sgt. Mark Williams, Hamilton County Sheriff's Office at (423) 209-8900 or (423) 209-8935.

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, and (423) 209-6350.

#### **DELIVERY:**

Bid Price to include shipping/Delivery to: Hamilton County Sheriff's Office, West Sector, 6233 Dayton Blvd., Hixson, Tennessee 37343.

**DETAILED BID SPECIFICATIONS – One (1) Medium Top Van (Police Vehicle):**

Items found in this section set forth the County’s minimum expectations for new and unused, current year model, Transit Cargo Van equal to Ford Transit Cargo Van T-250 148” Medium Roof 9000GVWR with Sliding Right Door and Rear Wheel Drive sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

**Note:** *If quoting more than one make/model of vehicle, a separate vendor/manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
All Standard Equipment as listed by the manufacturer with the following options. All Options are to be factory installed unless otherwise noted.			
Engine Size: 3.2 L Powerstroke 15 Diesel (3.2 L/195 CID Intercooled Turbo Diesel 1-5)			
Transmission: 6-speed Automatic W/OD & Select Shift			
Color: Oxford White			
Alternator: Heavy Duty with Diesel Engines			
Batteries: Dual Heavy-Duty			
Mirrors: Heated Power Mirrors with Turn Signals & Long-Arm			
Doors: sliding passenger door (solid no glass), rear door with glass			
Defogger: Rear Window			
Ambulance Prep Package Power driver and passenger windows			
Front License Plate Bracket			
Keys: Two (2) Additional Keys (Four (4) Total) Power door locks			
Cruise Control with Message Center			

Bid# 0216-108 Medium Top Van  
Hamilton County, TN

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Heater: Auxiliary Heater & A.C. in Rear cargo area.			
Lighting Package: LED Load Compartment			
Load Area Protection Package (Full Height)			
Modified Vehicle Wiring System with 110 volt inverter			
Rear View Camera			
User Defined Upfitter Switches (4)			
Rear Wheel Drive			
Include Manufacturer's warranty information			
Include Manufacturer's Vehicle Spec Sheet with bid			
Delivery included in bid price. F.O.B. Chattanooga, Tennessee			

**Pricing:**

- A. Make/Model: \_\_\_\_\_
- B. Total Bid Price: \_\_\_\_\_
- C. Delivery: \_\_\_\_\_
- D. Terms: \_\_\_\_\_

**Bid Submitted By:**

- Company Name:** \_\_\_\_\_
- Contact Name:** \_\_\_\_\_
- Contact Title:** \_\_\_\_\_
- Contact Phone:** \_\_\_\_\_
- Contact Email:** \_\_\_\_\_

## AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**

Jim M. Coppinger  
County Mayor



Gail B. Roppo  
Director  
Purchasing Department

## Hamilton County, Tennessee

February 16, 2016

Addendum 1  
Title: Medium Top Van  
Bid#: 0216-108

Please delete the **Ambulance Prep Package** from the specifications on the medium top van.

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo".

Gail B. Roppo  
Director of Purchasing

CNGP530

VEHICLE ORDER CONFIRMATION

02/22/16 12:14:02

==>

Dealer: F21422

2016 TRANSIT NA

Page: 1 of 2

Order No: 0000 Priority: D4 Ord FIN: QA471 Order Type: 5B Price Level: 640

Ord PEP: 101A Cust/Flt Name: HAMILTON CO PO Number:

RETAIL

RETAIL

R2C TRAN 250 MR VAN \$34215

425 50 STATE EMISS NC

148" WHEELBASE

53K MOD WIRING PKG NC

YZ OXFORD WHITE

544 MIR LONG PWR/HT 220

V VINYL

57G FRONT REAR A/C 860

K PEWTER

57N RR WIN DEFOGG 175

101A PREF EQUIP PKG

60C CRUISE CONTROL NC

.XL TRIM

63C HVY DUTY ALTERN 260

57B .MANUAL A/C NC

99V 3.2L I5 DIESEL 5645

TOTAL BASE AND OPTIONS 42975

446 .6-SPD AUTO SST

PACK/STACK DIESEL PKG (2000)

TC8 .235/65R16 BSW

TOTAL 40975

X31 3.31 REG X31 NC

\*THIS IS NOT AN INVOICE\*

JOB #1 ORDER

17A GLS FX RR DR 75

\* MORE ORDER INFO NEXT PAGE \*

20B 9000# GVWR NC

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC00257

fmcdealr@Jerry-PC

Feb 22, 2016 12:14:10 PM

CNGP530

VEHICLE ORDER CONFIRMATION

02/22/16 12:10:34

==>

Dealer: F21422

2016 TRANSIT NA

Page: 2 of 2

Order No: 0000 Priority: D4 Ord FIN: QA471 Order Type: 5B Price Level: 640

Ord PEP: 101A Cust/Flt Name: HAMILTON CO PO Number:

RETAIL

RETAIL

63E	DUAL BATTERIES	NC
67C	UPFITTER SWITCH	85
85D	CARGO PKG	70
86F	KEYS 2 ADDL	75
87E	AUX FUSE PANEL	NC
90C	POWER INV	100

\*THIS IS NOT AN INVOICE\*

SP DLR ACCT ADJ  
 SP FLT ACCT CR  
 FUEL CHARGE

B4A	NET INV FLT OPT	NC
	DEST AND DELIV	1195

TOTAL BASE AND OPTIONS 42975  
 PACK/STACK DIESEL PKG (2000)  
 TOTAL 40975

F7=Prev  
 F3/F12=Veh Ord Menu

F1=Help F2=Return to Order  
 F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

fmcdealr@Jerry-PC

Feb 22, 2016 12:10:44 PM



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  - [Bidders](#)
  - [Bids](#)
  - [Log](#)

**Solicitation - Log**

2/16/2016 11:30 AM Eastern

Solicitation Title: Medium Top Van  
 Number: 0216-108  
 Bids Due: 2/25/2016 10:30:00 AM Eastern  
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
2/16/2016 11:30:17AM	Eastern	Linda Chumbler	<a href="#">0216-108 - Medium Top Van</a>	<a href="#">Addendum</a>	Please click on the above solicitation to access Addendum 1 to the specifications.	197	3
2/15/2016 8:06:12AM	Eastern	Linda Chumbler	<a href="#">0216-108 - Medium Top Van</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	194	10

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**Please run the attached ad on February 15, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) new & unused, current year model Medium Top Van will be opened at 10:30 A.M. on February 25, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



(1) Medium Top Cargo Van  
February 25, 2016

Sheriff's Department  
10:30 A.M.

Vendors:	Prater Ford	Mtn. View	Auto Nation	Lee-Smith
	Inc.	Ford	Ford of	Inc.
		(HC)	Marietta	(HC)
Total Bid Price:	\$29,826.00	\$29,931.00	\$30,050.00	\$30,782.00
Make/Model:	2016 Ford	2016 Ford	2016 Ford	2016 Ford
	Transit M-R	Transit M-R	Transit M-R	Transit
	T-250	T-250	T-250	T-250
Delivery:	12-14 Weeks	12-14 Weeks	90-150 days	5-10 wk ARO
Terms:	C.O.D.	Net on del.	Net 29	Net on del.

Request For Bids:	
Newspaper Ad:	2/15/2016
Vendor Mailing:	194
Vendor Response:	4
Budgeted:	Narcotics Funds



# Hamilton County Board of Commissioners RESOLUTION

No. 316-29

A RESOLUTION ACCEPTING THE BID OF KIESLER POLICE SUPPLY, INC. FOR TWENTY-THREE (23) BALLISTIC HELMETS AMOUNTING TO \$20,244.14 FOR SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for twenty-three (23) FAST ballistic high cut (XP) helmets for the Sheriff’s Office; and,

WHEREAS, the bid from Kiesler Police Supply, Inc. amounting to \$20,244.14 was the only bid received, but said bid is deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Kiesler Police Supply, Inc. for twenty-three (23) ballistic helmets amounting to \$20,244.14 for the Sheriff’s Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

### BID SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for twenty-three (23) FAST Ballistic High Cut (XP) Helmets (No Substitutions will be accepted) for the Hamilton County Sheriff's Department. All prices must include shipping/inside delivery to the Sheriff's Annex, located at 6233 Dayton Blvd., Hixson, Tennessee 37343.

#### Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on February 29, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0216-112: Ballistic Helmets". Any sealed envelope(s) enclose within this envelope/package should also be clearly marked with the same label.

#### NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

*NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.*

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0216-112: Ballistic Helmets from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

#### Specifications:

This bid request is for twenty-three (23) OPS-CORE FAST Ballistic High Cut (XP) Helmets (**No substitutions will be accepted on this bid**). Vendor to include pricing, arrangements for obtaining custom sizing and the Authorization To Bind Form in their bid package.

**Brand: OPS-CORE**

**FAST Ballistic High Cut (XP) Helmet  
(No substitutions will be accepted on this bid)**

**Description:** FAST Ballistic High Cut (XP) Helmet fully loaded

**Liner Configuration:** Quick Adjustable Worm Dial

Bid#0216-112: FAST Ballistic High Cut Helmet (Rebid)  
Hamilton County, Tennessee

**Color:** OD Green

**Quantity:** Twenty-Three (23) units

**Custom sizing and arrangement of obtaining sizes to be included in bid**

**HELMET SPECIFICATIONS:**

**Manufacture:** Ops-Core

**Weight:** 2.67 lbs. (S/M), 2.93 lbs. (M/L), 3.18 lbs. (L/XL)

**Shell Sizing Circ.:** S/M = 21-22 1/8", M/L = 22 1/8"-23 3/8", L/XL = 23 3/8" -24"

**Chinstrap:** S/M = Medium Chinstrap, M/L = Medium Chinstrap, L/XL = Large Chinstrap

**Impact Test:** CE EN 1385 & ASTM F1492 U.S. Army – ACH Specification: Chinstrap Retention & Non Ballistic Impact Protection – Less than 150 G's of Force Imparted to Head w/Multiple Impacts up to 10fps – Less than 200 G's of Force Imparted to Head w/Multiple Impacts up to 14fps.

**Ballistic Protection:** Projectile FAST High Cut (XP) (U.S. ARMY Portions of ACH CO/PD-05-04:20070

2 – Grain (V50)	4200 F/S
4-Grain (V50)	3475 f/s (1059 m/s)
16 Grain (V50)	2475 f/s (754 m/s)
64 Grain (V50)	1750 f/s (533 m/s)
17 Grain/ 1.1 FSP (V50)	2379 f/s (725 m/s)
9mm FMJ RN:	1400 f/s (427 m/s) - BFD < 1.0"

Bid price to include shipping and delivery to: Hamilton County Sheriff's Department, 6233 Dayton Blvd., Hixson, TN 37343.

Questions concerning product specifications should be directed to Lt. Mark King, Hamilton County Sheriff's Office, (423)209-8949.

Questions concerning bid procedures should be directed to the Hamilton County Purchasing Department, Linda Chumbler, (423) 209-6353

**BID PRICING:**

Description:	Unit Pricing:	Total Bid Price:
OPS-CORE FAST Ballistic High Cut (XP) Helmet. Quick Adjustable Worm Dial. Color: OD Green	\$ _____	\$ _____

State arrangement for obtaining sizes (s/b included in bid pricing):

---

---

---

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

- 21. DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
- 23. EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
- 24. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 25. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
- 26. NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
- 27. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
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Role: Client

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  - [Categories](#)
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  - [Questions](#)
  - [Bidders](#)
  - [Bids](#)
  - [Log](#)

**Solicitation - Log**

2/18/2016 8:25 AM Eastern

Solicitation Title: Ballistic Helmets  
 Number: 0216-112  
 Bids Due: 2/29/2016 11:00:00 AM Eastern  
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary	Message Detail	Document Detail																
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p><b>Message Summary</b></p> <p>export  print </p> </div> <div style="text-align: right;"> <p>Records Per Page <input type="text" value="10"/></p> </div> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>Send Date</u></th> <th style="text-align: left;"><u>Time Zone</u></th> <th style="text-align: left;"><u>Sent By</u></th> <th style="text-align: left;"><u>Message Subject</u></th> <th style="text-align: left;"><u>Template Name</u></th> <th style="text-align: left;"><u>Message Comment</u></th> <th style="text-align: center;"><u># Sent</u></th> <th style="text-align: center;"><u># Failed</u></th> </tr> </thead> <tbody> <tr> <td>2/18/2016 8:25:22AM</td> <td>Eastern</td> <td>Linda Chumbler</td> <td><a href="#">0216-112 - Ballistic Helmets</a></td> <td><a href="#">Invitation</a></td> <td>Please click on the above solicitation number to access bid documents.</td> <td style="text-align: center;">281</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>			<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>	2/18/2016 8:25:22AM	Eastern	Linda Chumbler	<a href="#">0216-112 - Ballistic Helmets</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	281	10
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**Please run the attached ad on February 18, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for twenty-three (23) FAST Ballistic High Cut Helmets will be opened at 11:00 A.M. on February 29, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Gail B. Roppo**  
Director of Purchasing

**LEGAL NOTICE**

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Gail B. Roppo  
Director of Purchasing

(23) Ballistic Helmets  
February 29, 2016

Sheriff's Office  
11:00 A.M.

Vendors:	Kiesler Police
	Supply
Total Bid Price:	\$20,244.14
Each Price:	\$880.18
Delivery:	120-180 days
Terms:	Net 30

Request For Bids:	
Newspaper Ad:	2/18/2016
Vendor Mailing:	281
Vendor Response:	1
Budgeted:	Capital Outlay



## Hamilton County Board of Commissioners RESOLUTION

No. 316-30

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF FEBRUARY 1, 2016, THROUGH FEBRUARY 29, 2016, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between February 1, 2016, through February 29, 2016.

February 10, 2016, \$7,058.99 for 8,576 gallons of E10 gasoline at 0.82311 per gallon from Jat Oil and Supply, Inc.

February 11, 2016, \$7,370.31 for 8,587 gallons of E10 gasoline at 0.85831 per gallon from Jat Oil and Supply, Inc.

February 12, 2016, \$508.16 for 176 gallons of regular unleaded gasoline at 1.5590 per gallon and 153 gallons of diesel fuel at 1.5280 per gallon from Jat Oil and Supply, Inc.

February 17, 2016, \$7,034.36 for 7,567 gallons of E10 gasoline at 0.92961 per gallon from Parman Lubricants.

February 19, 2016, \$3,217.14 for 2,930 gallons of regular unleaded gasoline at 1.0980 per gallon from Jat Oil and Supply, Inc.

February 22, 2016, \$7,104.32 for 7,952 gallons of E10 gasoline at 0.8934 per gallon from Sweetwater Valley Oil Company.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is

authorized to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

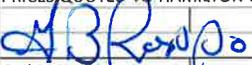
\_\_\_\_\_

County Mayor

March 16, 2016

\_\_\_\_\_

Date

Date:		2/10/2016	2/11/2016	2/12/2016	2/17/2016	2/19/2016	2/22/2016
Location:		White Oak	Career Lane	Walden's Ridge	Sheriff's Sub-Station	CFP Maintenance	Silverdale
Sweetwater	Gasoline			2.0100		1.1050	
	E-10 Gasoline	0.8299	0.8634		0.9419		0.8934
	Diesel			1.8500			
	Bio Diesel						
Jat Oil	Gasoline			1.5590		1.0980	
	E-10 Gasoline	0.82311	0.85831		0.9310		0.9140
	Diesel			1.5280			
	Bio Diesel						
Collins Oil	Gasoline			no quote		1.1120	
	E-10 Gasoline	0.8420	0.8670		no quote		0.9250
	Diesel			no quote			
	Bio Diesel						
Mansfield	Gasoline			no quote		no quote	
	E-10 Gasoline	0.8462	0.8797		0.9357		0.9472
	Diesel			no quote			
	Bio Diesel						
Parman	Gasoline			no quote		no quote	
	E-10 Gasoline	0.8549	0.8724		0.92961		0.9450
	Diesel			no quote			
	Bio Diesel						
Pilot Travel	Gasoline			no quote		1.2827	
	E-10 Gasoline	0.8740	0.9016		0.9561		0.9518
	Diesel			no quote			
	Bio Diesel						
Lykins Oil	Gasoline			no quote		1.1509	
	E-10 Gasoline	0.8683	0.8878		0.9539		0.9517
	Diesel			no quote			
	Bio Diesel						
I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL							
PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF FEBRUARY 1, 2016, THROUGH FEBRUARY 29, 2016							
		2/29/2016					
Gail B. Roppo							
Director of Purchasing							

<b>Unleaded Gasoline</b>	<b>February 2016</b>	<b>YTD</b>
Gallons Purchased	3,106	27,961
Total Cost	\$3,491.52	\$46,874.49
Average Cost/Gallon	\$1.1241	\$1.6764
<b>E-10</b>		
Gallons Purchased	32,682	305,378
Total Cost	\$28,567.98	\$406,890.52
Average Cost/Gallon	\$0.8741	\$1.3324
<b>Diesel</b>		
Gallons Purchased	153	141,696
Total Cost	\$233.78	\$206,597.70
Average Cost/Gallon	\$1.5280	\$1.4580
<b>Bio Diesel</b>		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



# Hamilton County Board of Commissioners RESOLUTION

No. 316-31

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH THE TENNESSEE DEPARTMENT OF MILITARY AND THE TENNESSEE EMERGENCY MANAGEMENT AGENCY FOR A 2015 HOMELAND SECURITY GRANT WITH A PERIOD OF 09/01/2015 THROUGH 04/30/2018 AND AMENDING THE BUDGET OF THE EMERGENCY SERVICES DEPARTMENT BY ADDING \$170,836.20 TO REVENUES AND EXPENDITURES.

WHEREAS, Hamilton County is receiving a \$170,836.20 Federal Homeland Security grant through the State Department of Military: and,

WHEREAS, the grant will serve emergency responders in the City of Chattanooga, Hamilton County and Homeland Security District 3: and,

WHEREAS, no match is required; and,

WHEREAS, the grant will fund equipment, training and supplies that will improve the ability of emergency responders to deal with acts of terrorism and catastrophic events; and

NOW, THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

The County Mayor is hereby authorized to execute a contract and any subsequent amendments with the Tennessee Department of Military for a 2015 Homeland Security grant with a period 09/01/2015 through 04/30/2018, and the budget of the Emergency Services Department is amended by adding \$170,836.20 to Revenues and Expenditures.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 09/01/2015	<b>End Date</b> 04/30/2018	<b>Agency Tracking #</b> 34101-25216	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> HAMILTON COUNTY			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 97.067</b>			
		<b>Grantee's fiscal year end June 30th</b>			
<b>Service Caption (one line only)</b> HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2015					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016		170,836.20			170,836.20
<b>TOTAL:</b>		<b>170,836.20</b>			<b>170,836.20</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		<p>This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the District based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.</p>			
<b>Budget Officer Confirmation:</b> 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 - GG</i>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
HAMILTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2015 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2015 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy, and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2015 HSGP will be in compliance with the FFY 2015 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2015 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on September 1, 2015 ("Effective Date") and extend for a period of thirty-two (32) months after the Effective Date, thereby ending on April 30, 2018 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred seventy thousand eight hundred thirty-six and 20/100 dollars (\$170,836.20) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency  
 Homeland Security Program Manager  
 3041 Sidco Drive  
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

- receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision

as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, 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 this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee 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.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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 as set out below:

The State:

Gary Baker, Homeland Security Program Manager  
Tennessee Emergency Management Agency  
3041 Sidco Drive  
Nashville, TN 37204  
[gbaker@tnema.org](mailto:gbaker@tnema.org)  
Telephone #: (615) 741-7037  
FAX #: (615) 532-9222

The Grantee:

Jim Coppinger, County Mayor  
Hamilton County  
625 Georgia Avenue, Courthouse Room 208  
Chattanooga, TN 37402  
[jcoppinger@hamiltontn.gov](mailto:jcoppinger@hamiltontn.gov)  
Telephone #: (423) 209-6105  
FAX #: (423) 209-6101

Point of Contact:

Tony Reavley, Director  
Hamilton County EMA  
317 Oak Street, Suite 302  
Chattanooga, TN 37403  
[treavley@hamiltontn.gov](mailto:treavley@hamiltontn.gov)  
Telephone #: (423) 209-6900  
FAX #: (423) 209-6901

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant 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 Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

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

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 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 Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee 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 this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee 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 the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty

thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. 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, workarounds or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant 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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee 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 Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee 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 Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest

pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the

parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee 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. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee'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/execomp.htm>).
- 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 Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
  - c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.7. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

**IN WITNESS WHEREOF,**

**HAMILTON COUNTY:**

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**GRANTEE SIGNATURE**

**DATE**

**JIM COPPINGER, COUNTY MAYOR**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:**

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**MG TERRY M. HASTON, THE ADJUTANT GENERAL,  
MILITARY DEPARTMENT**

**DATE**

**I certify that this entity meets Civil  
Rights Title VI compliance.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Reviewed by Dept. of Military Civil Rights Title VI Officer

## ATTACHMENT 1

GRANT BUDGET				
GRANTEE NAME: HAMILTON COUNTY HOMELAND SECURITY GRANT PROGRAM 2015				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 09/01/2015			END: 04/30/2018	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	170,836.20	0.00	170,836.20
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>170,836.20</b>	<b>0.00</b>	<b>170,836.20</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

## ATTACHMENT 1

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM	170,836.20
<b>TOTAL</b>	<b>170,836.20</b>

## ATTACHMENT 2

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	HAMILTON COUNTY
Subrecipient's DUNS number	806990040
Federal Award Identification Number (FAIN)	EMW2015SS00023
Federal award date	09/01/2015
CFDA number and name	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2015
Grant contract's end date	04/30/2018
Amount of federal funds obligated by this grant contract	170,836.20
Total amount of federal funds obligated to the subrecipient	Consolidated Data Not Available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	3,978,000.00
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Dennis Donehoo Federal Emergency Management Agency 800 K Street NW Washington, DC 20472-3625 Tel: 202/786-9837
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

**ATTACHMENT 3****Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State during the Grantee's fiscal year.***

- Hamilton County is subject to an audit for fiscal year 2016.
- Hamilton County is not subject to an audit for fiscal year 2016.

Any Grantee that is subject to an audit must complete the information below.

Grantee's Edison Vendor ID Number: 4208

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Grantee's fiscal year</b>
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

## ATTACHMENT 4

## Parent Child Information

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4208

Is Hamilton County a parent? Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Hamilton County a child? Yes  No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

# Resolution:

(Proof Sheet - 2/26/2016)

Commission Date: 3/16/2016

Recessed Date: / /

Special Called Date: / /

Subject: 2015 Homeland Security Grant Program (HSGP)

Submitter: Director Tony Reavley

Description:

The Homeland Security Grant is awarded to fund and maintain equipment, for training, and for supplies to respond to acts of terrorism and catastrophic events.

Administrator/Elect Off/Other

Lee Norris

Division

General Services

Department

Emergency Services

Title:

A resolution authorizing the County Mayor to execute a contract with the Tennessee Department of Military and the Tennessee Emergency Management Agency for a 2015 Homeland Security Grant with a period of 09/01/2015 through 04/30/2018 and amending the budget of the Emergency Services Department by adding \$170,836.20 to revenues and expenditures.

## Purchases

Bid  RFP  Other

Low Bid/RFP  Best Overall Bid/RFP

Notifications

Responses

Sole Source Purchase

## If a Vehicle Purchase

Addition to Fleet  Replacement

## Budget

Capital Outlay  Operating  Bond Fund

Other Funds:

If Not Budgeted, Identify Source of Funds to be Amended:

## Grants

Amount of County Match Required: 0.00

Is Match Budgeted?  Yes  No

Name/Source of Grant:

Homeland Security Grant Program Federal Fiscal Year 2015



## Hamilton County Board of Commissioners RESOLUTION

No. 316-32

A RESOLUTION AUTHORIZING HAMILTON COUNTY MAYOR JIM M. COPPINGER TO APPLY TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND ACCEPT A LITTER PREVENTION AND TRASH COLLECTION GRANT IN THE AMOUNT OF \$108,900 WITH A CONTRACT PERIOD BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017

WHEREAS, Hamilton County will apply to TDOT for a grant in the amount of \$108,900 for the prevention and collection of litter and trash in Hamilton County; and,

WHEREAS, no matching funds are required to receive this grant, which has been previously budgeted; and,

WHEREAS, THE CONTRACT FOR THE Grant for FY 2016-2017 will impose certain legal obligations upon Hamilton County; and,

WHEREAS, copies of all agreements and required reports stipulated in the grant contract will be kept on file in the Courts Community Service Program Office and will be available for public inspection during normal office hours;

NOW, THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

The Hamilton County Mayor Jim M. Coppinger is hereby authorized to apply for, accept, and sign a contract with the Tennessee Department of Transportation for a grant in the amount of \$108,900 to provide litter and trash collection throughout Hamilton County with a contract period beginning July 1, 2016 and ending June 30, 2017.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT AT AND FROM ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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County Clerk

Approved:

Vetoed:

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County Mayor

---

March 16, 2016

---

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 316-33

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE TIME PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017, IN THE AMOUNT OF \$230,000.00 TO PROVIDE FOR THE COORDINATION OF FETAL INFANT MORTALITY REVIEW AND COMMUNITY INFANT MORTALITY REDUCTION SERVICES IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF HEALTH'S GUIDELINES.

- WHEREAS, the infant mortality rate of a community is one of the most predictive statistics of a community's current and future health status, and
- WHEREAS, Tennessee's infant mortality rate is one of the worst in the nation, and
- WHEREAS, Hamilton County's 2014 Infant Mortality rate is 5.6 per 1,000 live births or 23 deaths, and
- WHEREAS, the Fetal Infant Mortality Review (FIMR) process is a nationally recognized system to identify factors associated with fetal and infant deaths, determine if they represent service system problems that require change, develop recommendations for change, and assist in the implementation of change, and
- WHEREAS, the presence of FIMR appears to significantly improve a community's performance of public health functions as well as enhance the existing perinatal care system's goals, components and communication mechanisms, and
- WHEREAS, the focus of FIMR on systems of care and identifying gaps in care results in action being taken in a way that interpretation of vital statistics data alone does not necessarily promote, and
- WHEREAS, FIMR is being implemented in over 200 communities in 40 states, and
- WHEREAS, the Tennessee Department of Health has identified funds to provide a FIMR and Community Infant Mortality Reduction process in Hamilton County.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

That the County Mayor be authorized to sign the attached contract for the July 1, 2016 – June 30, 2017 contract period in an amount of \$230,000.00.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
March 16, 2016

Date



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> July 1, 2016	<b>End Date</b> June 30, 2017	<b>Agency Tracking #</b> 34347-33417	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b>			
		<b>Grantee's fiscal year end June 30</b>			
<b>Service Caption</b> (one line only) Fetal Infant Mortality Review and Community Infant Mortality Reduction Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017			\$230,000		\$230,000
<b>TOTAL:</b>			\$230,000		\$230,000
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			The Grantee was chosen for its current capacity to perform all needed services, and its prior experience with Fetal Infant Mortality Review Services.		
<b>Budget Officer Confirmation:</b> 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 - GG</i>	
<b>Speed Chart</b> (optional) HL00008299		<b>Account Code</b> (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "CAT" means Community Action Team.
  - b. "CRT" means Case Review Team.
  - c. "FIMR" means Fetal Infant Mortality Review.
  - d. "FIMR process" is as set out in and authorized by Tennessee Code Annotated 68-142-201 et.seq.
  - e. "National FIMR guidelines" are as described at ([www.acog.org](http://www.acog.org)).
- A.3. Service Goals – FIMR.
- a. To enhance the health and well-being of women, infants and families by improving the community resources and service delivery systems available to them.
  - b. To eliminate disparities and decrease the rate of fetal and infant deaths in Tennessee.
- A.4. Service Recipients – FIMR. Service recipients are women and families in the state of Tennessee who have experienced one (1) or more unexplained infant and/or fetal deaths.
- A.5. Service Description – FIMR.
- a. The Grantee shall monitor and maintain the security of statistics abstracted from interviews, medical records, autopsies, death certificates, health care facilities, providers and other sources. Access to the databases will be strictly limited to designated FIMR users and hard copies of all files will be maintained in locked storage.
  - b. The Grantee shall monitor and maintain the confidentiality of FIMR verbal and written communications. All FIMR CRT and CAT volunteers will be required to sign an agreement to confidentiality, acknowledging the possible civil and criminal consequences of any breach of confidence. FIMR committee meetings will not be subject to public meeting standards.
  - c. The Grantee shall recruit members of two (2) teams assigned to complete the key components of the FIMR process in order to insure a diverse group of qualified professionals. The first team shall be labeled the FIMR CRT which has the responsibility of investigating and data gathering related to fetal and infant mortality. The second team,

the FIMR CAT, composed of volunteer members and FIMR staff, will review CRT recommendations, prioritize identified issues and design and implement interventions to improve systems and resources. The CAT should implement a minimum of five (5) infant mortality reduction interventions during the contract period. A listing of the respective team members and any changes, as they occur, shall be submitted to the State.

- d. The Grantee shall report factors to the State, related to the causes of fetal and infant deaths by the identification of social, economic, cultural, safety, health disparity, and other factors. The Grantee will report factors to the State in an annual report to be submitted within forty-five (45) days following the end of the contract.
- e. The Grantee shall develop supportive partnerships and collaborations to support the infrastructure of a FIMR program, such as the March of Dimes, professional obstetrics and pediatric organizations, medical-based universities, community leaders, private businesses, children advocacy groups and other key stakeholders.
- f. The Grantee will attend the FIMR meeting that is held in Nashville annually.
- g. The Grantee will continue a pilot started the previous grant year to deliver 17-hydroxyprogesterone (17P) to eligible women in at least one clinical site/system in their community. The pilot shall include:
  - (1) Education of medical providers and clinic staff on the indications for use of 17P.
  - (2) Systematic screening of all pregnant women to identify those potentially eligible for 17P
  - (3) Provide women who are potentially eligible for 17P with basic educational information on the benefits of 17P and the need for further evaluation.
  - (4) Referral of all pregnant women who are potentially eligible for 17P to an obstetrical provider for further evaluation.
  - (5) Follow up of referred women to track:
    - i. Number of referrals of appropriate candidate for 17P,
    - ii. Number of candidates referred for 17P who actually received 17P,
    - iii. Timing of first 17P dose including week of pregnancy and the time from the referral,
    - iv. Adherence to 17P regimen by percent of eligible women with vaginal prescriptions filled or injection weeks received from the time of the referral,
    - v. Collect and review 17P Pilot Project data,
    - vi. Type of clinic visit referral was made (i.e. WIC, Family Planning, Clinic), and
    - vii. Any other referrals (i.e. home visiting programs or WIC).
  - (6) Pregnancy outcome for women referred for 17P including those who received and those who did not receive the medication.
  - (7) Report to TDH on facilitators and barriers to successful project implementation.
  - (8) This project will conclude once 100 women are systematically screened and follow-up on referrals for women who are potentially eligible is completed.

#### A.6. Service Reporting – FIMR.

- a. The Grantee shall submit to the State quarterly reports on progress toward the FIMR goals and objectives.
- b. The Grantee shall submit to the State an annual report forty-five (45) days after the end of the contract period. Based on CAT recommendations, the annual report will include a minimum of five (5) strategies which the Grantee has implemented to improve health outcomes for women, infants and families as it relates to the identified causes of mortality. The report will include information related to the causes of fetal and infant deaths reviewed such as social economic, cultural, safety, health disparities and other factors.

A.7. Service Deliverables – FIMR.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Format Options</b>
Monitor and maintain the security of statistics	A.5.a.	On-going	Not Applicable	Not Applicable
Monitor and maintain the confidentiality of FIMR verbal and written communications	A.5.b.	On-going	Not Applicable	To Be Determined
Recruit members of two (2) teams as indicated and submit names to the State.	A.5.c.	On-going	State Infant Mortality Director	Word, pdf, Excel
Report factors related to the causes of fetal and infant deaths.	A.5.d.	45 days after the end of the contract	State Infant Mortality Director	Word, pdf, Excel
Develop supportive partnerships and collaborations as indicated.	A.5.e.	On-going	Grantee's community	To Be Determined
Attend FIMR meeting in Nashville annually.	A.5.f.	To Be Determined	Not Applicable	In person
Collect and review 17P Pilot Project data	A.5.g.	45 days after the end of each quarter	State Infant Mortality Director	Electronically
Submit quarterly FIMR report	A.6.a.	45 days after the end of each quarter	State Infant Mortality Program Director	Word, pdf, Excel

A.8. Service Goals-Community Infant Mortality Reduction.

- a. To enhance the capacity of Hamilton County to reduce infant mortality and improve birth outcomes, including reducing the incidence of low birth weight and prematurity.
- b. To reduce infant mortality and improve birth outcomes.
- c. To reduce health disparities.

A.9. Service Recipients-Community Infant Mortality Reduction. Service recipients are members of the community in Hamilton County.A.10. Service Description-Community Infant Mortality Reduction.

- a. The Grantee shall develop and implement a plan to reduce infant mortality and improve birth outcomes in the community. The plan shall align with one (1) or more elements of the "Tennessee Public Health Strategic Plan to Improve Birth Outcomes and Reduce Infant Mortality."
- b. The Grantee shall submit the plan to the State, along with any necessary budget revisions, for approval by July 15, 2016. Upon approval, the plan shall be incorporated as an addition to the Scope of Services.

A.11. Service Reporting – Community Infant Mortality Reduction. The Grantee shall submit to the State quarterly reports on progress toward the goals and objectives outlined in the plan described in A.10.a. The State and the Grantee will mutually agree upon the reporting format at the time that the plan is approved.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Format Options</b>
Submit a plan to reduce infant mortality and improve birth outcomes in the community	A.10.a.	July 15, 2016	State Infant Mortality Program Director	Electronically
Implement a plan to reduce infant mortality and improve birth outcomes in the community	A.10.a.	After approval of Community Infant Mortality Reduction plan by the State	Grantee's Community	To Be Determined
Submit quarterly progress reports	A.11.	45 days after the end of each quarter	State Infant Mortality Program Director	Electronically

A.12. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination concerning acceptance of the work performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.13. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b. below); and
- b. the Grantee's most current approved Infant Mortality Plan based on one (1) or more elements of the "Tennessee Public Health Strategic Plan to Improve Birth Outcomes and Reduce Infant Mortality."

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thirty Thousand Dollars (\$230,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: [rachel.heitmann@tn.gov](mailto:rachel.heitmann@tn.gov)

By regular mail:

Rachel Heitmann, Program Director  
 Fetal Infant Mortality Review (FIMR)  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Health/Division of Family Health and Wellness.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, 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 this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee 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.
- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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 as set out below:

## The State:

Rachel Heitmann, Senior Director of Injury and Violence Prevention  
 Fetal Infant Mortality Review Program  
 Tennessee Department of Health  
 Andrew Johnson Tower, 8<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Email Address: [Rachel.Heitmann@tn.gov](mailto:Rachel.Heitmann@tn.gov)  
 Telephone # 615-741-0368  
 FAX # 615-741-1063

## The Grantee:

Rebekah Barnes, Administrator  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, TN 37403  
 Email Address: [BeckyB@hamiltontn.gov](mailto:BeckyB@hamiltontn.gov)  
 Telephone # 423-209-8000  
 FAX # 423-209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant 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 Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 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 Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee 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 this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee 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 the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 4).
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. 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 Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant 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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee 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 Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee 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 Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of

Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Debarment and Suspension. The Grantee 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 Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or 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 Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee 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.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee 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. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health’s Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.
- On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.
- E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

**ATTACHMENT 1**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>Chattanooga-Hamilton County Health Department County Government FIMR</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$130,200.00	\$0.00	\$130,200.00
2	Benefits & Taxes	\$55,500.00	\$0.00	\$55,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$22,200.00	\$0.00	\$22,200.00
6	Telephone	\$600.00	\$0.00	\$600.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$15,000.00	\$0.00	\$15,000.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$6,200.00	\$0.00	\$6,200.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$100.00	\$0.00	\$100.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$230,000.00</b>	<b>\$0.00</b>	<b>\$230,000.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 2)**

<b>SALARIES</b>	<b>Longevity</b>	<b>AMOUNT</b>
Barbara Breedwell, Senior Secretary	\$ 2,526.64 x 12 x 60% + \$ 450	\$18,641.81
First Name, Last Name, Public Health Nurse (PT)	\$ 2,158.35 x 12 x 100%	\$25,900.20
Lisa, Vincent, Nurse Manager	\$ 4,790.86 x 12 x 100%	\$57,490.32
Sheila Jones, Public Health Nurse	\$ 2,518.53 x 12 x 8%	\$2,417.79
Caroline Foster, Public Health Rep (PT)	\$ 1,979.12 x 12 x 100%	\$23,749.44
Overtime	\$ 166.67 x 12 x 100%	\$2,000.04
<b>TOTAL ROUNDED</b>		<b>\$130,200.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
CRT/CAT Meetings	\$3,600.00
Local Travel	\$2,600.00
<b>TOTAL</b>	<b>\$6,200.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM	TO
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD	
PROGRAM AREA				FROM	
EDISON CONTRACT NUMBER				TO	
OCR CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
				<b>FOR CENTRAL OFFICE USE ONLY</b>	
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD  (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	SPEEDCHART NUMBER:	
				USERCODE:	
				PROJECT ID:	
				AMOUNT:	
Salaries					
Benefits				SPEEDCHART NUMBER:	
Professional Fee/Grant & Award				USERCODE:	
Supplies				PROJECT ID:	
Telephone				AMOUNT:	
Postage & Shipping					
Occupancy				SPEEDCHART NUMBER:	
Equipment Rental & Maintenance				USERCODE:	
Printing & Publications				PROJECT ID:	
Travel/Conferences & Meetings				AMOUNT:	
Interest					
Insurance				SPEEDCHART NUMBER:	
Specific Assistance to Individuals				USERCODE:	
Depreciation				PROJECT ID:	
Other Non Personnel				AMOUNT:	
Capital Purchase					
Indirect Cost					
<b>TOTAL</b>			\$0.00		

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes

These services are for  medical services

non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT:

## Instructions & Hints

### Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

**File Names: Please use the following format when naming files.**

**name of agency REPORTING PERIOD END.xls**

**do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page \_\_\_\_ of \_\_\_\_ pages" format

### THE WORKSHEET IS NOT PROTECTED

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**

**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**

**do not add (insert) lines do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to: [Doug.Curry@tn.gov](mailto:Doug.Curry@tn.gov)

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Tennessee Department of Health

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

Telephone 615-532-7115

FAX 615-741-9533

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**  
**SCHEDULE A**  
**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

**Line 7 Postage And Shipping**

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

**Line 8 Occupancy**

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

**Line 9 Equipment Rental And Maintenance**

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)****SCHEDULE B****SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 38 In-Kind Contributions (Equals Schedule A, Line 24)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**Attachment 4**

**Annual (Final) Report\***

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

---

**Submit one copy to:**

**Rachel Heitmann, Director, Injury Prevention and Detection Program, TN Department of Health;**

**John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and**

**faudit@tn.gov - TN Department of Finance and Administration**

**Parent Child Information**

*The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.*

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent?

Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child?

Yes  No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



# Hamilton County Board of Commissioners RESOLUTION

No. 316-34

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT AMENDMENT IN THE AMOUNT OF \$23,490.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE EMERGENCY DENTAL CARE FOR UNINSURED ADULTS AGES 19 – 64 YEARS FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016 AND TO INCREASE THE REVENUE AND EXPENSE BUDGETS BY \$23,490.00.

**WHEREAS,** poor oral health has been linked to detrimental chronic health conditions; and

**WHEREAS,** many adults are without adequate dental insurance to cover the expense of emergency dental care; and

**WHEREAS,** the State has identified additional funds to provide support for adult emergency dental care in certain health facilities in Tennessee; and

**WHEREAS,** this program and services is for the health and well-being of the citizens of Hamilton County.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

That the County Mayor be authorized to sign the attached contract amendment in the amount of \$23,490.00 for the time period of July 1, 2015 to June 30, 2016 and increase the revenue and expense budgets by \$23,490.00.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date



## GRANT AMENDMENT

<b>Agency Tracking #</b> 34352-25216	<b>Edison ID</b> 47721	<b>Contract #</b> GG1647721	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT			<b>Edison Vendor ID</b> 4208		
<b>Amendment Purpose &amp; Effect(s)</b> PROVISION OF HEALTH CARE SAFETY NET EMERGENCY DENTAL EXTRACTION/HYGIENIC CLEANING SERVICES FOR UNINSURED ADULT TENNESSEANS AGES 19-64					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> JUNE 30, 2016			
<b>TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u></b> (zero if N/A):			<b>+\$23,490</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$31,500				\$31,500
<b>TOTAL:</b>	<b>\$31,500</b>				<b>\$31,500</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.			OCR USE  <h1 style="margin: 0;">GG1647721-01</h1>		
			<b>Speed Chart (optional)</b> HL00012145		<b>Account Code (optional)</b> 71301000

**AMENDMENT 1  
OF  
GRANT CONTRACT GG1647721**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A.2. is deleted in its entirety and replaced with the following:
  - A.2. Service Definitions.
    - a. Dental Extraction means the removal of a tooth from its socket in the bone.
    - b. Adult means an individual, nineteen (19) through sixty-four (64) years of age.
    - c. Proselytization means to convert from one religious belief or party to another by offer of special treatment.
    - d. Unduplicated Uninsured Adult Patient means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.
    - e. Sliding Scale means the rates charged to an uninsured adult on the basis of 42 U.S.C. § 254b(k)(3)(G) and 42 C.F.R. § 51c.303(f).
    - f. Preventative Hygienic Dental Services means a cleaning of teeth with oral health counseling.
  
2. Grant Contract section A.5. is deleted in its entirety and replaced with the following:
  - A.5. Service Description. The Grantee Agrees:
    - a. To provide adult emergency dental extraction/preventative hygienic dental services to an estimated Three Thousand Six Hundred Thirty Seven (3,637) uninsured adult Tennesseans nineteen (19) through Sixty-four (64) years of age, providing no more than two (2) preventative hygienic dental service appointments during the term of this grant contract.
    - b. The Grantee agrees to provide health care safety net adult emergency dental and preventative hygienic dental services to uninsured adults in Tennessee according to a sliding scale, free of charge, or at a flat rate charge.
    - c. Preventative hygienic dental services with educational counseling shall be paid at the rate specified on Attachment 6, and shall be performed by a licensed dentist or a licensed hygienist under the supervision of a licensed dentist.
    - d. The Grantee agrees to provide the same standard of care to uninsured adults as is currently provided to the Grantee's other patients.
    - e. Preventative hygienic dental services shall include health educational counseling on oral habits and the importance of oral health to overall health.

3. Grant Contract section A.6. is deleted in its entirety and replaced with the following:

A.6. Service Reporting. The Grantee shall submit to the State a report (in the form of Attachment 1) indicating the number of actual extractions and preventative hygienic dental services provided to unduplicated uninsured adult patients. Reports shall be due as follows:

<u>Reporting Period</u>	<u>Due Date</u>
July 1, 2015 - September 30, 2015	October 15, 2015
October 1, 2015 – December 31, 2015	January 15, 2016
January 1, 2016– March 31, 2016	April 15, 2016
April 1, 2016 – June 30, 2016	July 15, 2016

4. Grant 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 Grant Contract exceed Thirty One Thousand Five Hundred Dollars (\$31,500). The Grant Budget, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

5. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

6. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new Attachment 2 attached hereto.

7. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new Attachment 3 attached hereto.

8. Grant Contract Attachment 6 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 March 31, 2016. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**


2/29/16

---

GRANTEE SIGNATURE DATE

Becky Barnes, Administrator

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

Jim M. Coppinger, County Mayor

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

**ATTACHMENT 1**

**Report of Uninsured Adult Emergency Dental Extractions/Preventative Dental Hygienic Service with Educational Counseling & Demographics Report:**

**For the period ending [circle date(s)]** September 30, 2015; December 31, 2015; March 31, 2016; June 30, 2016

**Grantee Name:** \_\_\_\_\_

**Uninsured Adult Extractions:** \_\_\_\_\_ \*

**Unduplicated Uninsured Adult Patients:** \_\_\_\_\_ \*

**Uninsured Adult Preventative Hygienic Services:** \_\_\_\_\_  
Number of Hygienic Service Visitations with Educational Counseling Provided \_\_\_\_\_

**Notes/Definitions:**

- Adult is age 19 through 64
- A Dental Extraction- means the removal of a tooth from its socket in the bone and is reimbursed \$30/tooth extracted On individuals ages 19-64
- Unduplicated Uninsured Adult Patient - means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.
- Preventative Hygienic Dental Services with Educational Counseling--means a cleaning of teeth with oral health counseling

I certify to the best of my knowledge and belief that the data on page(s) 1 & 2 of the report is correct.

\_\_\_\_\_  
(Name and Title) (blue ink please)

\_\_\_\_\_  
(Date)

ATTACHMENT 1

QUARTERLY PATIENT/ CUSTOMER DEMOGRAPHIC REPORT

PATIENT/ CUSTOMER IDENTIFIER	PERCENTAGE (%) OF TOTAL PATIENTS SERVED
19-39 YRS OF AGE	
40-54 YRS. OF AGE	
55-64 YRS OF AGE	
FEMALE	
MALE	
TOBACCO USER	
OBESE	
PHYSICALLY INACTIVE	
DIABETES	
HYPERTENSION	
CHRONIC OBSTRUCTIVE PULMONARY DISEASE	
HYPERLIPIDEMIA	

**ATTACHMENT 2**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

<b>GRANTEE NAME: CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2015 and ending 06/30/2016.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$31,500	\$0.00	\$31,500
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$31,500</b>	<b>\$0.00</b>	<b>\$31,500</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded..

**ATTACHMENT 2 (continued)**

**GRANT BUDGET LINE-ITEM DETAIL**

**(BUDGET PAGE 2)**

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Allowable Award for Professional Medical Services: \$30 X 1,050 <b>Uninsured Adult Dental Extractions/ Hygienic Cleaning Services</b>	<b>\$31,500</b>
<b>TOTAL</b>	<b>\$31,500</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE							TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)
							INVOICE NUMBER
							INVOICE DATE
							INVOICE PERIOD FROM TO
FEDERAL ID#							CONTRACT PERIOD FROM TO
CONTRACTING STATE AGENCY Tennessee Department of Health							CONTACT PERSON/TELEPHONE NO.
PROGRAM AREA SAFETY NET DENTAL							
EDISON CONTRACT NUMBER							
OCR CONTRACT NUMBER							
	(A)	(B)	(C)	(D)	(E)	(F)	
BUDGET	TOTAL	NUMBER OF	NUMBER OF	REIMBURSEMENT	AMOUNT BILLED	QUARTERLY	FOR CENTRAL OFFICE USE ONLY
LINE	CONTRACT	QUARTERLY	QUARTERLY	RATE OF \$30.00 PER	YTD	EXPENDITURES	
ITEMS	BUDGET	EXTRACTIONS	PREVENTATIVE HYGIENIC CLEANINGS	EXTRACTION @ \$30.00 PER CLEANING		DUE	SPEEDCHART NUMBER: HL00012145
				30			USERCODE: 521020
Salaries							PROJECT ID: N/A
Benefits							AMOUNT:
Professional Fee/Grant & Award							SPEEDCHART NUMBER:
Supplies							USERCODE:
Telephone							PROJECT ID:
Postage & Shipping							AMOUNT:
Occupancy							SPEEDCHART NUMBER:
Equipment Rental & Maintenance							USERCODE:
Printing & Publications							PROJECT ID:
Travel/Conferences & Meetings							AMOUNT:
Interest							SPEEDCHART NUMBER:
Insurance							USERCODE:
Specific Assistance to Individuals							PROJECT ID:
Depreciation							AMOUNT:
Other Non Personnel							SPEEDCHART NUMBER:
Capital Purchase							USERCODE:
Indirect Cost							PROJECT ID:
<b>TOTAL</b>				30			AMOUNT:

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes:  
 These services are for  medical services  
 non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT  
 CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
 FOR FISCAL USE ONLY

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ATTACHMENT: 3

**ATTACHMENT 6**

**PREVENTATIVE HYGIENIC SERVICE RATE**

<b>Preventive</b>	<b>D1000-D1999</b>	<b>TENNCAREC Reimbursement Rate</b>	
D1110	Cleaning	\$	30.00



# Hamilton County Board of Commissioners RESOLUTION

No. 316-35

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ENTER INTO AND EXECUTE A CONTRACT WITH BLUECROSS BLUESHIELD OF TENNESSEE FOR THE PROVISION OF BEHAVIORAL HEALTH SERVICES AT OUR HOMELESS HEALTH CARE CENTER TO PRODUCT MEMBERS EFFECTIVE 3/16/2016.

**WHEREAS,** the Chattanooga Hamilton County Health Department desires to provide Behavioral Health Services at our Homeless Health Care Center with BlueCross BlueShield insurance; and

**WHEREAS,** BlueCross BlueShield is a licensed health insurer by the state of Tennessee; and

**WHEREAS,** both the Health Department and BlueCross BlueShield have agreed to a contractual relationship.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

That the County Mayor be authorized to sign the attached contract with BlueCross BlueShield for the delivery and remuneration of Behavioral Health services effective March 16, 2016.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
March 16, 2016

Date

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# **BlueCross BlueShield of Tennessee Professional Provider Agreement**



An Independent Licensee of the  
BlueCross BlueShield Association

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**BLUECROSS BLUESHIELD OF TENNESSEE  
PROFESSIONAL PROVIDER AGREEMENT**

THIS PROFESSIONAL PROVIDER AGREEMENT (the "Agreement") is entered into by and between BlueCross BlueShield of Tennessee, Inc., for itself and on behalf of its wholly-owned subsidiaries (collectively, "BCBST"), and the Person ("Professional Provider") that has signed the signature page attached to this Agreement (the "Signature Page"), and is effective as of the later of the latest date set forth beside a Party's signature on the Signature Page, or date the Professional Provider becomes credentialed by BCBST, unless a different date is mutually agreed to by BCBST and the Professional Provider (the "Effective Date"). BCBST and Professional Provider are each sometimes referred to in this Agreement as a "Party" and jointly as the "Parties". This Agreement is invalid if executed and returned to BCBST more than forty-five (45) days after delivered to the Professional Provider.

**1. RECITALS**

**WHEREAS**, BCBST issues and administers benefit plans covering the provision of healthcare services to its Members (as such term is defined herein); and

**WHEREAS**, the Professional Provider is a provider of professional healthcare services; and

**WHEREAS**, the Parties to this Agreement desire to enter into this Agreement for the Professional Provider, to provide healthcare services to the Members.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

**2. DEFINITIONS**

**"Affiliate(s)"** means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and, in any event, and without limitation of the previous sentence, any Person owning fifty percent (50%) or more of the voting securities of another Person shall be deemed to control that Person. In addition to the above, each Person that has been licensed by the BCBSA to use any of the BCBS Marks shall be deemed an Affiliate of BCBST, regardless of any common control requirements or lack of control. Any licensed Person is related to BCBST as a separate and distinct licensee of Blue Cross and Blue Shield.

**"Anniversary Date"** means March 1, notwithstanding the Effective Date of this Agreement or the effective date of participation by Professional Provider in any Network.

**"Associated Professional"** means the Health Care Professional(s), that serve as partners, associates, employees, etc., of the Professional Provider. Without limiting the foregoing, in the event that Professional Provider is a group practice or independent physician association ("IPA"), "Associated Professional" includes any Health Care Professional that contracts with BCBST through this Agreement.

**"BCBSA"** means the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield licensees.

**“BCBS Marks”** means the trademarks, names, logos, symbols and service marks owned by the BCBSA.

**“Blue Cross Benefit Plan”** means an agreement entered into by BCBST or any of its Affiliates with a Person for the insurance or administration of Covered Services by BCBST or one of its Affiliates.

**“Clean Claim”** means a claim for payment of Covered Services provided to a Member by a Network Provider that requires no further information, adjustment, or alteration in order to be processed and paid by BCBST or the responsible Payor.

**“Covered Service(s)”** means those Medically Necessary healthcare services and supplies delivered or provided to a Member and for which benefits are available under the terms of the Member’s Blue Cross Benefit Plans. In determining whether a service is a Covered Service, without limitation, BCBST may rely upon any or all of the following, in its sole discretion:

- a. medical records; or
- b. the protocol(s) under which a proposed service or supply is to be delivered; or
- c. any consent document that a Member will be asked to execute, in order to receive the proposed service or supply; or
- d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses; or
- e. regulations and other official publications issued by the Food & Drug Administration (“FDA”) and the United States Department of Health and Human Services (“HHS”); or
- f. the opinions of any Person that contracts with BCBST to assess and coordinate the treatment of Members requiring non-experimental or Investigational services.

**“Dispute Resolution Process”** means the process set forth in the Provider Manual to resolve disputes between the Parties, including the applicable Provider Dispute Resolution Process and the Medical Management Corrective Action Plan (each as defined in the applicable Provider Manual).

**“Emergency”** means the definition of the term “emergency” as set forth in the applicable Provider Manual.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto.

**“Healthcare Professional(s)”** means a physician, doctor of osteopathy, podiatrist, dentist, chiropractor, midwife, nurse, optometrist, or other individual licensed or certified to practice a healthcare profession by the state or states in which he or she practices such profession.

**“Investigational”** means the definition of the term “investigational” as set forth in the applicable Provider Manual.

**“Maximum Allowable”** means the amount that the Payor has determined to be the maximum amount payable for a Covered Service, which shall be the lesser of billed charges or the established fee for the services performed as set forth in the applicable Network Attachment.

**“Medically Necessary”** means the definition of the term “medically necessary” as set forth in the applicable Provider Manual.

**“Member(s)”** means an individual eligible to receive Covered Services under a Blue Cross Benefit Plan.

**“Member Obligation(s)”** means any and all charges that a Network Provider may collect directly from a Member as the Member’s portion of payment for Covered Services, including the copayments, deductibles and coinsurance amounts described in the Member’s Blue Cross Benefit Plan.

**“Network”** means a group of providers that has agreed to accept a pre-determined fee schedule as payment in full for Covered Services provided to select Members.

**“Network Attachment”** means an attachment or exhibit to this Agreement that describes the rates to be paid to Professional Provider for provision of certain services to BCBST Members accessing a particular Network. Network Attachments may also include specific terms or conditions applicable only to Professional Provider’s participation in that Network.

**“Network Provider”** means a healthcare provider contracted to provide Covered Services to Members enrolled in a Blue Cross Benefit Plan.

**“Network Participation Criteria”** means the minimum qualifications and standards required in order to be considered and selected to participate in a Network, as described in the applicable Provider Manual.

**“Non-Covered Services”** means those services and supplies that are not included in Covered Services, or are specifically excluded from, or subject to a limitation of, coverage pursuant to the terms of the Provider Manual or the Member’s Blue Cross Benefit Plan. Non-Covered Services are not the same as Non-Reimbursable Services, the definition of which is set forth below.

**“Non-Reimbursable Services”** means those services and supplies that would have been Covered Services but for the fact that the Professional Provider (i) rendered services or supplies that were not Medically Necessary; (ii) failed to comply with applicable Quality Improvement Program or Utilization Management Program requirements; or (iii) failed to submit a claim for such services or supplies within the submission deadlines established in Section 5.5 of this Agreement. “Non-Reimbursable Services” also include Non-Contracted Services as set forth in the applicable Provider Manual.

**“Payor”** means a person or entity that is responsible for paying for Covered Services in accordance with the terms of the Blue Cross Benefit Plan under which the Member being treated is covered.

**“Person”** shall mean any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or governmental or regulatory authority, whether domiciled in the United States or one of its territories

**“Physician”** means an individual licensed to practice medicine or osteopathy by the state(s) in which he or she practices such profession.

**“Prior Authorization”** means an authorization obtained from BCBST for the provision of Covered Services prior to the delivery of that service or period of confinement, as described in the applicable Provider Manual.

**“Provider Manual”** means the applicable manual(s) set forth on the BCBST website(s) that contain information, including, but not limited to, medical and operating policies and procedures established by BCBST for Network Providers.

**“Quality Improvement Program”** means the BCBST program which focuses on monitoring and enhancing the quality of healthcare services rendered to Members, as described in the applicable Provider Manual.

**“Utilization Management Program”** means the BCBST program which focuses on the medical review of healthcare services provided to Members, as described in the applicable Provider Manual.

### **3. RELATIONSHIP BETWEEN THE PARTIES**

#### **3.1. Independence of the Parties**

Professional Provider expressly acknowledges its understanding that this Agreement constitutes a legally binding agreement between Professional Provider and BCBST. BCBST and Professional Provider are independent legal entities contracting with each other solely to carry out the terms of this Agreement for the purposes stated herein. Nothing in this Agreement shall be construed or be deemed to create a relationship other than that of independent parties. BCBST is an independent corporation operating under a license from the BCBSA, permitting BCBST to use the BCBS Marks, and that BCBST is not contracting as the agent of the BCBSA. Professional Provider acknowledges and agrees that it has not entered into this Agreement based upon representations by any Person other than BCBST, and that no Person other than BCBST shall be held accountable or liable to Professional Provider for any of BCBST’s obligations to Professional Provider created under this Agreement.

#### **3.2. Associated Professionals**

In the event that Professional Provider is a group practice or an IPA, the terms of this Agreement shall apply to any Associated Professionals who contract with BCBST through this Agreement, whether or not such Associated Professionals have individual agreements with BCBST, except as otherwise stated herein.

#### **3.3. Limitation on Professional Provider and Third Parties**

Professional Provider is entering into this Agreement only for itself and on behalf of its Associated Professionals, if applicable. This Agreement is entered into by Professional Provider with the understanding that this Agreement shall not constitute an agreement between Professional Provider and other providers that are parties to similar agreements or contracts.

### **4. SERVICES AND RESPONSIBILITIES**

#### **4.1. Provision of Services**

- (a) **General.** Under the terms and conditions of this Agreement, Professional Provider and its Associated Professionals, as applicable, shall provide Covered Services to Members in accordance with the provisions of this Agreement, Blue Cross Benefit Plans, and any applicable Network Attachments attached to this

Agreement. Professional Provider acknowledges and agrees that BCBST does not promise, warrant, or guarantee that Professional Provider shall be permitted to participate in any particular Network, or that Professional Provider will render any type or volume of Covered Services to Members. Professional Provider acknowledges that BCBST does not warrant that Members will choose to utilize Professional Provider's services.

- (b) **Standards.** Professional Provider shall be responsible for the medical care and treatment and the maintenance of a patient relationship with each Member that Professional Provider treats. Professional Provider will provide only those services that it or its Associated Professionals are licensed, credentialed, and qualified to provide, and will otherwise abide by the terms of this Agreement, the applicable Network Attachments, and the applicable Provider Manual. Professional Provider will use its best efforts to provide Covered Services to Members in a competent and timely manner. Professional Provider acknowledges and agrees that any determinations made by BCBST pursuant to BCBST's Quality Improvement Program and Utilization Management Program are benefits and not treatment determinations. Professional Provider is solely responsible for making treatment recommendations and decisions in consultation with its patients. Professional Provider shall only provide Covered Services that are: (i) Medically Necessary; and (ii) ordered by an appropriate Healthcare Professional.
- (c) **Eligibility and Coverage Determinations.** Either BCBST or the responsible Payor shall have full discretionary authority to make eligibility and coverage determinations concerning services rendered to Members, in accordance with ERISA, and the terms of a Member's Blue Cross Benefit Plan. Professional Provider shall accept and abide by all such determinations, subject to its right to dispute such determinations pursuant to Section 7 of this Agreement. Professional Provider acknowledges that it has the right to request expedited reconsideration of an adverse benefit determination if Professional Provider reasonably believes that determination will preclude a Member from receiving urgently needed services. Professional Provider further acknowledges that such eligibility and coverage determinations are solely benefit determinations that shall not limit or affect Professional Provider's rights or responsibilities related to the care and treatment of its patients.

#### 4.2. Member Protections

- (a) **Nondiscrimination.** Professional Provider shall provide healthcare services to Members in accordance with recognized standards and within the same time frame as those services provided by Professional Provider to Professional Provider's patients that are not Members. Professional Provider agrees not to differentiate or discriminate in the treatment of Members on the basis of race, sex, age, handicap, religion, national origin, or network reimbursement, and to observe, protect, and promote the rights of Members as patients. BCBST recognizes Professional Provider's right to refuse to treat any Member for appropriate medical or professional reasons, in accordance with applicable state

or federal law, provided that the reason for such refusal is not that the patient is a Member in a participating Blue Cross Benefit Plan.

- (b) **Open Communication.** BCBST encourages open provider-patient communication regarding appropriate treatment alternatives. BCBST will not penalize Professional Provider for discussing Medically Necessary care with Members.
- (c) **Member Relations.** Each Party to this Agreement, their staff, personnel, and agents shall treat Members promptly, fairly and courteously, whether by phone, in person, or in writing. Both Parties, and their respective employees, shall endeavor to maintain a high level of customer service and satisfaction.
- (d) **Disputes.** Professional Provider shall avoid involving Members in disputes between BCBST and Professional Provider.
- (e) **Maximization of Benefits.** Professional Provider acknowledges that BCBST may assist Members from time to time in maximizing their benefits, including through the use of care coordination activities, transparency tools and Member education.

#### **4.3. Prior Authorization**

A Prior Authorization may be retroactively denied by BCBST if BCBST subsequently determines that (a) the healthcare services sought were not included as Covered Services under the applicable Blue Cross Benefit Plan; (b) such services were not Medically Necessary; (c) the Member was ineligible for such services at the time the services were rendered; or (d) the information submitted with the Prior Authorization request was not accurate and complete. If BCBST does not authorize a service that requires a Prior Authorization, Provider will not receive payment for such service.

#### **4.4. Exclusivity**

This Agreement is not intended, and shall not be construed, to grant Professional Provider an exclusive or preferential right to provide Covered Services to Members, except as expressly provided in this Agreement or a Network Attachment. Professional Provider acknowledges that BCBST may enter into arrangements with other providers to render specified Covered Services to Members on an exclusive or preferential basis. In such circumstances, Professional Provider shall refer Members to such providers to receive those Covered Services in accordance with the applicable Quality Improvement Program and Utilization Management Program requirements.

#### **4.5. License Requirement**

Professional Provider represents to BCBST that Professional Provider possesses and shall maintain all certificates and licenses required by BCBST and state and federal law to perform its obligations pursuant to this Agreement. Furthermore, Professional Provider represents that its Associated Providers shall possess and maintain all licenses and certificates required by BCBST and state and federal law.

#### 4.6. Insurance

- (a) **Requirements.** During the Term (as defined herein) of this Agreement, BCBST shall maintain such insurance coverage that BCBST reasonably believes to be appropriate. Professional Provider shall maintain, through the Term of this Agreement, general liability and professional liability insurance coverages, in accordance with BCBST's credentialing and re-credentialing requirements and Network Participation Criteria, as specified in the Provider Manual. Professional Provider's insurance coverage shall provide coverage against claims for damages caused, in whole or in part, by any act or omission by Professional Provider, its Associated Professionals, as applicable, and Professional Provider's other employees, agents, or Affiliates. Professional Provider shall also ensure that each of its Associated Professional will maintain professional liability insurance in types and amounts determined by Professional Provider. Professional Provider shall provide evidence of any of the aforementioned insurance coverage to BCBST upon BCBST's request, and shall inform BCBST immediately of any change in such coverage.
- (b) **State of Tennessee.** Notwithstanding the insurance requirements described above, the General Assembly of the State of Tennessee does not authorize State agencies or employees to provide, carry, or maintain commercial general liability insurance or medical, professional, or hospital liability insurance. Claims against the State of Tennessee, or its employees, for injury, damages, expenses, or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law. See Tennessee Code Annotated Sections 8-42-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*

#### 4.7. Credentialing Requirements

Professional Provider acknowledges and agrees that each of its Associated Professionals who is subject to credentialing requirements (i.e., physicians, physician assistants and nurse practitioners) must be credentialed to provide services as a BCBST provider at all times throughout the Term of this Agreement, and must maintain all credentialing requirements in accordance with the applicable Provider Manual. Professional Provider shall routinely monitor said Associated Professionals to ensure adherence to applicable Professional Provider and Provider Manual rules.

#### 4.8. Professional Provider Application

Professional Provider represents to BCBST that Professional Provider's application for participation as a Network Provider (the "Application") has been accurately completed. Professional Provider shall provide copies of documentation as requested by BCBST to verify all information set forth in or required by the Application. Professional Provider agrees that it shall not represent itself as a Network Provider until it has received written confirmation from BCBST that Professional Provider is a Network Provider.

#### **4.9. Notification by Professional Provider**

Professional Provider shall immediately notify BCBST of the following:

- (a) any changes of information in Professional Provider's Application; and
- (b) any action initiated against Professional Provider or any of its Associated Professionals, including, but not limited to, an action:
  - (i.) for negligence; or
  - (ii.) for a violation of law; or
  - (iii.) resulting in a sanction or limitation upon any license or certificate issued pursuant to state or federal law or upon Professional Provider's or any Associated Professional's right or ability to participate in any state or federal program; and
- (c) any other problem or situation that would materially impair the ability of Professional Provider or any one of its Associated Professionals to carry out the duties and obligations of this Agreement.

#### **4.10. Accessibility of Professional Provider**

Professional Provider shall be available to provide Covered Services to Members at all appropriate times in accordance with applicable BCBST policies and procedures and the "Member Policy" section of the Provider Manual.

#### **4.11. Participation of Physicians**

Professional Provider shall guarantee that it is duly authorized to act on behalf of its Associated Professionals in contracting with BCBST and that its Associated Professionals shall participate in the same Networks as Professional Provider.

#### **4.12. Acceptance of Assignments**

Professional Provider shall accept assignments for the payment of services provided to Members. Professional Provider shall acquire and maintain all necessary evidence of assignments.

#### **4.13. Referral to Network Providers**

In the event that Professional Provider determines that it is necessary to refer any Member to another healthcare provider for the provision of Covered Services, Professional Provider shall ensure that such other healthcare provider is a Network Provider.

#### **4.14. Compliance**

The Parties agree to comply with all applicable federal and state laws, rules, and regulations related to this Agreement and the services to be provided hereunder, including, but not limited to, laws and regulations related to fraud, abuse, discrimination, disabilities, confidentiality, privacy, self-referral, false claims, and prohibition of kickbacks.

#### **4.15. Identification Cards**

BCBST agrees to provide appropriate identification cards for BCBST Members, which may be in electronic, digital, or physical form. In order to ensure proper identification of each Member, Professional Provider agrees to use reasonable efforts to verify the identity of the BCBST identification card-holder, including, but not necessarily limited to, checking a valid state-issued identification card, a validly-issued driver's license, or any other appropriate picture ID.

### **5. COMPENSATION**

#### **5.1. Reimbursement**

- (a) BCBST agrees to pay Professional Provider, via Electronic Funds Transfer ("EFT"), for Covered Services in accordance with (i) state or federal laws or regulations applicable to the Blue Cross Benefit Plan covering the Member receiving Covered Services from Professional Provider, (ii) the terms of this Agreement, and (iii) the terms of the applicable Network Attachment. BCBST will process all claims submitted to BCBST upon receipt of a Clean Claim. In the event that BCBST is unable to pay Professional Provider via EFT, BCBST may, in its discretion, terminate this Agreement in accordance with Section 11.4; provided, however, that BCBST shall not be excused from compliance with state prompt payment requirements.
- (b) Payment to Professional Provider of the Maximum Allowable, less Member Obligations, for Covered Services rendered to a Member shall constitute payment in full for such Covered Services. Professional Provider agrees to accept ninety-eight percent (98%) of billed charges as a payment in full for services rendered to Members not enrolled in a Network. Professional Provider shall not bill any Member for any difference between the Maximum Allowable for a Covered Service and Professional Provider's billed charges for such Covered Service.
- (c) BCBST is not obligated to pay for services provided by Professional Provider that are not Medically Necessary (including Investigational services) or that are Non Covered Services. However, the Parties recognize that Members might request services that are not Medically Necessary or are Non Covered Services. Professional Provider may bill the Member for such services, but only if, prior to performing such services, Professional Provider notifies the Member in writing that the services will not be Covered Services and obtains the Member's informed, written consent in the form of a procedure-specific financial responsibility agreement requiring the Member to acknowledge his or her payment responsibility for such services. Any such procedure-specific financial responsibility agreement must be the same or substantially similar to the form provided in the applicable Provider Manual and must contain the terms provided for therein.
- (d) Professional Provider agrees that in no event, including, but not limited to, non-payment by BCBST (including non-payment as a result of Professional Provider's failure to submit claims in accordance with Section 5.5), rebundling or downcoding of charges by BCBST (as described in Section 5.5), or breach of this Agreement, shall Professional Provider bill, charge, collect a deposit from, seek

compensation from, or have any recourse against Members for Covered Services provided pursuant to this Agreement. This provision shall not prevent Professional Provider from charging Members for applicable Member Obligations or for Non-Covered Services in accordance with Section 5.1 and the applicable Provider Manual. Professional Provider agrees that it will not seek payment from a Member for a Non-Reimbursable Service.

- (e) Notwithstanding Professional Provider's agreement to not seek compensation from a Member for Covered Services, if a Member is subsequently determined to have been ineligible at the time Covered Services were rendered, BCBST shall recover payments made to Professional Provider for Covered Services rendered to that Member within ninety (90) days prior to the date that BCBST was notified or becomes aware that the Member was ineligible. Such recovery will be based upon actual claim payment date. If the Blue Cross Benefit Plan contains a lesser retroactive Member termination clause, such clause shall apply. If a self-funded plan has a different retroactive termination clause or policy, such self-funded provisions shall prevail. Notice of recovery will be sent to Professional Provider no more than thirty (30) days from the date BCBST was first notified of the Member ineligibility.
- (f) If a Payor that has contracted with BCBST to perform administrative services for a group is responsible for reimbursing Professional Provider for services rendered to Members covered by that Payor, BCBST's obligation pursuant to this Section 5.1 shall be limited to making a good faith effort to arrange to have the responsible Payor reimburse Professional Provider for such services. Such services shall be deemed to be Non-Covered Services if the responsible Payor fails to reimburse Professional Provider for otherwise Covered Services.
- (g) Both Parties agree that it is the intent of this Agreement that all payments and dispute resolutions shall be resolved pursuant to the terms of this Agreement and the Provider Manual.
- (h) In the event that any Covered Services for which BCBST compensates Professional Provider under this Agreement are provided under arrangements with another healthcare provider, Professional Provider will be financially liable to the other healthcare provider for such services. Professional Provider will advise the other healthcare provider of Professional Provider's responsibility to pay for such services and will not permit the other healthcare provider to bill, charge or otherwise attempt to collect from BCBST, the Member or any third party for the services. In the event that BCBST or the Member pays the other healthcare provider for such services, BCBST will have the right to recover the amount of such payment from Professional Provider or withhold future payments from Professional Provider equaling the amount of the payment to the other healthcare provider.

## **5.2. Member Obligation**

Professional Provider shall not waive any applicable Member Obligation without BCBST's prior written approval. Professional Provider must bill and make a good faith effort to collect all

applicable Member Obligations from Members as a condition to receiving reimbursement from BCBST for Covered Services.

### **5.3. Deduction of Certain Payments**

BCBST shall have the right to deduct any Member Obligations from payments due Professional Provider. Deductions for the Member Obligations shall be determined on the basis of the applicable contracted reimbursement amounts, as set forth in applicable Network Attachments.

### **5.4. Overpayments or Underpayments**

- (a) Claim payments made by BCBST are contingent upon the accuracy of diagnostic and other information provided to BCBST. If BCBST determines that it has made erroneous overpayments or underpayments to Professional Provider, BCBST may recover or make additional payments to correct such errors. Reasons for overpayments include, without limitation, payments made for Non-Covered Services or Non-Reimbursable Services, duplicate payments, payment made for services rendered to ineligible individuals, payments made as the primary Payor when BCBST should be the secondary Payor, or payments for bundled or Non-Reimbursable Services in accordance with BCBST's claim coding protocols, as specified in the Provider Manual.
- (b) If BCBST determines, in its sole discretion, that it has made an overpayment to Professional Provider, Professional Provider is obligated to and agrees to reimburse BCBST for such overpayment, subject to Professional Provider's right to appeal in accordance with the procedures set forth in the Provider Manual. BCBST may recover the amount of such overpayment by offsetting the overpayment against what is owed or may become due to Professional Provider for other claims, or at its discretion, BCBST may permit direct repayment of the overpayment by Professional Provider.
- (c) For all Networks, other than those requiring a longer period by regulation or statute, BCBST's request for recoupments shall be made no later than eighteen (18) months after the date that BCBST paid the claim submitted by Professional Provider that has been paid in error, except in the case of Professional Provider's fraud, in which case no time limit shall apply.
- (d) Professional Provider agrees that BCBST shall not be required to correct a payment error to Professional Provider if the request for payment correction is made more than eighteen (18) months from the date Professional Provider received payment or notice of non-payment for the specific claim in issue.
- (e) Notwithstanding the foregoing, BCBST's review of relevant financial and/or medical records shall not be limited to such eighteen-month time period, nor shall BCBST be prohibited from pursuing any other remedy available either at law or in equity.

### **5.5. Submission of Charges**

- (a) Professional Provider warrants that all charges submitted for Covered Services are legitimate. Professional Provider agrees to submit all charges for services to

BCBST for adjudication in accordance with the applicable Provider Manual. Professional Provider shall submit charges for Covered Services on Clean Claims within one hundred eighty (180) days from the date Covered Services have been rendered to the Member or, for facilities, within one hundred eighty (180) days from the date of discharge of the Member. If BCBST is the secondary Payor to another commercial insurer or Medicare, claims must be submitted within sixty (60) days from the date indicated on the primary insurer's remittance advice or explanation of benefits. Failure to submit claims within the proper time period will result in denial of claims. Professional Provider agrees to abide by recognized standards of coding, as determined by BCBST, and shall not engage in any unbundling, upcoding or any similar activities. In addition, BCBST shall have the authority, where BCBST determines that such activity has occurred, to rebundle, down code and otherwise address and correct such activities.

- (b) Professional Provider agrees to provide all administrative, clinical and support services necessary to deliver the services it is licensed, credentialed and qualified to provide. Professional Provider also agrees that it will not engage in the unbundling of such services or permit other providers to bill for such administrative, clinical and support services.
- (c) To assist Professional Provider in submitting charges in accordance with recognized standards of coding and BCBST's coding edits, BCBST represents that it will publish and make known to Professional Provider its coding edits and reimbursement rules. BCBST will give Professional Provider notice of changes to its coding edits and reimbursement rules in accordance with its standard notice process.
- (d) **Pass-Through Charges.** Professional Provider agrees not to pass through to BCBST or the Member any charges which Professional Provider incurs as a result of providing supplies or making referrals to another provider or entity. Examples include, but are not limited to, pass-through charges associated with laboratory services, pathology services, radiology services, and durable medical equipment.

#### **5.6. Coordination/Maintenance of Benefits**

When a Member is eligible for benefits under more than one health insurance program, policy, or other form of governmental or non-governmental health insurance coverage, the determination of primary and secondary liability ("Coordination/Maintenance of Benefits") will be made in accordance with applicable rules and established guidelines. Professional Provider shall make a good faith effort to determine if a Member is eligible for Coordination/Maintenance of Benefits. If Professional Provider becomes aware of the availability of other health insurance coverage, it shall promptly notify BCBST of that fact. Professional Provider may seek payment for the provision of services rendered by Professional Provider from multiple health benefit plans when a Member is eligible to receive benefits from other health insurers. If BCBST is the secondary Payor, then BCBST shall coordinate with the primary insurance carrier or Payor and pay up to the Maximum Allowable or will pay as set forth in the Member's Blue Cross Benefit Plan. When Professional Provider seeks payment from another insurer, Professional Provider is not obligated to seek payment from such insurer based on the rates in the applicable Network Attachment. BCBST and Professional Provider shall cooperate and exchange information regarding alternative

health coverage of Members and other information relative to Coordination/Maintenance of Benefits.

#### **5.7. Subrogation and Right to Recover**

- (a) Professional Provider acknowledges and agrees that BCBST shall be subrogated to and have the right to recover amounts paid for Covered Services whenever a Member receives such Covered Services to treat illnesses or injuries caused by the Member or a third party. In such circumstances, BCBST shall have the right to recover amounts paid for Covered Services for the Member's illness or injury on a first-dollar basis, regardless of whether the Member has been made whole for his or her injuries. Professional Provider agrees that BCBST's right to reimbursement or subrogation are net of reasonable costs and attorney's fees, such costs and fees not to exceed thirty percent (30%) of the gross amount owed to BCBST.
- (b) Professional Provider acknowledges and agrees that it shall have no right of subrogation or recovery from the Member or a third party for Covered Services rendered to a Member pursuant to this Agreement. Payment of the applicable Maximum Allowable shall be payment in full for such Covered Services.
- (c) Professional Provider agrees to notify BCBST promptly, but no later than fourteen (14) days after treatment, if it renders Covered Services to a Member to treat an illness or injury that may have been caused by the Member or by a third party. Further, Professional Provider agrees to cooperate with BCBST and to provide any information, documentation, and assistance reasonably requested to permit BCBST to protect and enforce its rights under this section. If Professional Provider does not notify BCBST within fourteen (14) days of treatment of a Member for an illness or injury that may have been caused by the Member or a third party, and BCBST suffers injury because of the delay, Professional Provider agrees that BCBST shall have the right to recover any and all amounts owed from Professional Provider.

### **6. QUALITY IMPROVEMENT AND UTILIZATION MANAGEMENT**

#### **6.1. Quality Improvement and Utilization Management Programs.**

BCBST, or an entity designated by BCBST, shall maintain Quality Improvement Programs and Utilization Management Programs and shall monitor the delivery of healthcare services to Members. For the purposes of providing Covered Services to Members, Professional Provider agrees to comply with BCBST's Quality Improvement Programs and Utilization Management Programs. BCBST may monitor Professional Provider's quality improvement activities and compliance with Quality Improvement Programs and Utilization Management Programs.

### **7. RESOLUTION OF DISPUTES**

#### **7.1. Meeting of Parties.**

BCBST and Professional Provider agree to meet and confer in good faith to resolve any problem, dispute, or controversy that may arise under this Agreement.

**7.2. Disputes.**

The Parties agree to resolve all disputes in accordance with BCBST's Dispute Resolution Process as set forth in the Provider Manual unless otherwise agreed to in writing by the Parties.

**7.3. Notice and Resolution of Complaints.**

If a grievance regarding Professional Provider is received by Professional Provider from a Member or any other Network Provider, Professional Provider agrees to promptly notify BCBST in writing and provide all details of such complaint. Professional Provider agrees to cooperate fully with BCBST in the investigation and resolution of any grievance or complaint by a Member or any other Network Provider.

**7.4. Negotiations.**

The Parties agree that negotiations of rates, participation, and other terms of this Agreement are not subject to the dispute resolution procedures set forth in this section.

**8. USE OF NAMES**

**8.1. Use of Professional Provider's Name.**

BCBST shall have the right to use the name of Professional Provider and its Associated Professionals, as applicable, for purposes of informing Members of the identity of Professional Provider and its Associated Professionals through written (e.g., directories) or oral means, and otherwise to carry out the terms of the Agreement.

**8.2. Professional Provider Information.**

BCBST shall be permitted to collect, compile, compare, and disseminate information regarding Professional Provider and its Associated Professionals, as applicable, pursuant to, and in accordance with, Tennessee law.

**8.3. Use of BCBST's Name.**

Professional Provider shall not use BCBST's name, symbols, trademarks, or service marks in advertising or promotional materials, or in any other way, without the prior written consent of BCBST and shall cease any such permitted usage immediately upon written notice from BCBST to do so, or upon termination of this Agreement, whichever occurs first.

**9. RECORDS, ACCESS, INSPECTION AND CONFIDENTIALITY**

**9.1. Processing of Claims.**

Professional Provider will furnish to BCBST, without charge, all information reasonably required by BCBST for the proper processing and adjudication of claims, including complete and accurate descriptions of the services performed and charges made. Professional Provider will furnish such data in an electronic format and provide all encounter data as requested by BCBST.

## **9.2. Maintenance of Records.**

Professional Provider shall prepare and maintain all appropriate records on Members receiving services. The records shall be maintained (i) in accordance with prudent record-keeping procedures, (ii) in a form and manner as determined by BCBST to be reasonably acceptable, and (iii) as required by law. Notwithstanding the foregoing, BCBST is not defining or prescribing the medical and clinical information and content of the records, so long as such records comply with applicable law.

## **9.3. Audits and Inspections.**

Professional Provider agrees that BCBST, or a representative designated by BCBST, is allowed to perform audits and inspections of financial and medical records related to the performance of services under this Agreement and Utilization Management and Quality Improvement Programs covering the provision of services to any Member, pursuant to the guidelines as set forth in the Provider Manual. Such audits and inspections shall be permitted without charge to BCBST or its designated representative, who shall be provided copies of records involving the audit or inspection without charge. Except in the event of suspected fraud or other illegal activity, such inspection, audit and duplication shall occur only after reasonable notice and during regular working hours. Professional Provider will use its best efforts to furnish records requested by BCBST promptly and in an electronic format. Audits and inspections are conducted as part of BCBST's healthcare operations in accordance with applicable federal law.

## **9.4. Availability of Records.**

Subject to all applicable privacy and confidentiality requirements as required by law, the medical records of Members shall be made available in a timely manner to Healthcare Professionals treating Members, and to BCBST, its agents and representatives, at no charge to BCBST or to Members. In the event that a Member is transferred from Professional Provider, dis-enrolls from his or her Blue Cross Benefit Plan, or Professional Provider no longer participates in the Member's Network, Professional Provider shall, upon Member's request and at no cost, provide a copy of such Member's medical records to BCBST, the Member and the attending Physician in a timely manner, as appropriate for the efficient provision of care to such Member.

## **9.5. Confidentiality.**

Each Party, its Affiliates, and its and their respective officers, directors, and employees shall hold all information received or disclosed pursuant to this Agreement in strict confidence and in accordance with applicable state and federal law. The Parties agree not to reveal financial or other terms and conditions of this Agreement to any other Person or entity, except as required by law, required by a valid court order, or mutually agreed to in a writing executed by both Parties. Further, and notwithstanding the confidentiality provisions in this section, Professional Provider authorizes BCBST to collect, compile, compare, and disseminate information concerning, without limitation, Professional Provider's utilization of services, fees or charges, compliance with requirements for Utilization Management and Quality Improvement Programs, BCBST Member satisfaction results, and performance within the industry. BCBST may disseminate such information to Professional Provider, other Network Providers, Payors, customers and potential customers, BCBST Members, and regulatory or accreditation agencies, provided that, in the event

that BCBST provides such information directly to another Network Provider of the same type as Professional Provider, the information provided will not identify Professional Provider unless Professional Provider has consented in writing. This provision will survive termination or expiration of this Agreement for any reason.

## **10. LIABILITY AND INDEMNIFICATION**

### **10.1. Third Party Acts and Omissions.**

Neither BCBST, Professional Provider, nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other Party.

### **10.2. Indemnification.**

Each Party (the “Indemnitor”) agrees to indemnify and hold the other Party (the “Indemnitee”) harmless from any and all liability, loss, damage, claim, and expense of any kind, including costs and attorneys’ fees which result from the negligent or willful acts or omissions of the Indemnitor, its agents or employees, regarding the duties and obligations of the Indemnitor under the Agreement, including, as applicable, the duty to maintain the legal standard of care applicable to the Indemnitor. Such indemnification and holding harmless shall not apply to any matters resulting in whole or in part from the negligent or willful acts or omissions of the Indemnitee, its agents or employees.

The Parties acknowledge that a governmental entity, as the same is defined in the Tennessee Code Annotated Section 29-20-102, may be protected by the limitation of liability imposed by the Tennessee Governmental Tort Liability Act, as defined in Tennessee Code Annotated Section 29-20-101 *et seq.* The Parties also acknowledge that any non-Tennessee governmental entity may be protected by a similar limitation of liability. If so, Professional Provider agrees to provide the statutory reference to BCBST’s legal counsel.

## **11. TERM; TERMINATION**

### **11.1. Term.**

This Agreement shall be effective for a fixed period (the “Fixed Period”) of three (3) years, beginning March 1, 2016 and continuing through and including February 28, 2019 ; thereafter, this Agreement shall continue in effect for successive renewal periods of one (1) year each, unless and until terminated in accordance with the terms of this Agreement. The Fixed Period and any renewal periods may be referred to as the “Term” of this Agreement. Professional Provider’s participation in specific Networks shall become effective as of the date noted for the applicable Network, and shall remain in effect until terminated in accordance with the terms of this Agreement. In the event this Agreement terminates, participation in all Networks pursuant to this Agreement shall also terminate. Notwithstanding anything to the contrary contained herein, if Professional Provider and each of its Associated Professionals are not properly credentialed by BCBST within ninety (90) days of the date this Agreement is signed by the Professional Provider, this Agreement and participation in all Networks pursuant to this Agreement will automatically terminate and become null and void.

### **11.2. Without Cause Termination.**

Neither Party may terminate this Agreement without cause during the Fixed Period. Thereafter, either Party may terminate this Agreement or its participation in a Network by giving, via certified mail or courier service, written notice to the other Party no later than one hundred and twenty (120) days' prior to the Anniversary Date.

### **11.3. Material Breach.**

This Agreement or participation in a specific Network may be terminated by either Party by giving, via certified mail or overnight courier service, thirty (30) days' prior written notice to the other Party if the Party to whom notice is given is in material breach of any provisions of this Agreement. The Party claiming the right to terminate will set forth in the notice, the facts underlying the claim that the other is in breach of this Agreement. Remedy of the breach to the satisfaction of the Party giving notice, within thirty (30) days of notice, will nullify the intended termination notice. However, if BCBST becomes aware, in its reasonable judgment, of a pattern of activity or practice of Professional Provider that constitutes multiple material breaches under this Agreement, BCBST may terminate this Agreement and Professional Provider's participation in all Networks pursuant to this Agreement immediately by providing Professional Provider with written notice of such termination.

### **11.4. BCBST Immediate Termination.**

BCBST may, immediately on written notice, terminate this Agreement with regard to Professional Provider or may exclude any Associated Professional from participation under this Agreement in the event that:

- (a) Professional Provider's or one of its Associated Professional's, license to provide healthcare services is suspended, terminated, revoked or limited, or if Professional Provider or one of its Associated Professionals is placed on probation by any applicable licensing authority; or
- (b) Professional Provider, or one of its Associated Professionals, as applicable, in BCBST's sole determination, provides or arranges for care in a manner that (i) jeopardizes the health or safety of a Member; or (ii) fails to meet prevailing recognized community standards of practice, standards established under law, or standards as determined by BCBST; or
- (c) Professional Provider has made a material misrepresentation, in BCBST's determination, in an application or report submitted to BCBST, or any report filed with any person, corporation, partnership, association, federal or state agency, or any other entity, relating to the provision of healthcare services; or
- (d) A judgment of civil liability or a criminal conviction (including a plea of *nolo contendere*) for Medicare or Medicaid fraud or similar offense involving health insurance fraud, revocation or suspension of participation in Medicare or Medicaid, or conviction (including a plea of *nolo contendere*) of a felony or of a misdemeanor involving fraud or moral turpitude is rendered against Professional Provider or an Associated Professional; or

- (e) Professional Provider fails to maintain insurance in accordance with the provisions of Section 4.6 of this Agreement; or
- (f) Judgment in malpractice actions or settlement of malpractice claims (whether or not such claims related to care of Members) of sufficient number or seriousness to suggest deficiencies in patient care and causes Professional Provider or an Associated Professional to no longer meet BCBST's Network Participation Criteria; or
- (g) Any other behavior or circumstance that demonstrates deficiencies in Professional Provider's or an Associated Professional's competence or dedication to providing a level of care that meets prevailing recognized community standards of practice, standards established under law, or standards established by BCBST; or
- (h) Professional Provider or an Associated Professional fails to maintain Network Participation Criteria or to comply with BCBST's credentialing and recredentialing guidelines as established from time to time by BCBST in the Provider Manual; or
- (i) the power to direct the management of BCBST becomes controlled by an entity not controlled by BCBST, or BCBST converts to a for-profit entity.

**11.5. Professional Provider Immediate Termination.**

Professional Provider may terminate this Agreement immediately in the event that:

- (a) BCBST's license to operate is suspended, revoked or limited; or
- (b) A judgment of civil liability or a criminal conviction (including a plea of *nolo contendere*) for Medicare or Medicaid fraud or similar offense involving health insurance fraud, revocation or suspension of participation in Medicare and/or Medicaid, or conviction (including a plea of *nolo contendere*) of a felony or of a misdemeanor involving fraud or moral turpitude is rendered against BCBST.

**11.6. Other Termination.**

Either Party may terminate this Agreement in accordance with the terms of Sections 12.2 or 13.6 below. BCBST may terminate this Agreement in accordance with the terms of Sections 13.1 or 13.8 below

**11.7. Effects of Termination.**

The termination of this Agreement shall not release Professional Provider, except as otherwise determined by BCBST, from any obligation to provide Covered Services to a Member who is being treated by Professional Provider until the Member is transferred to the care of another Network Provider. BCBST shall make payments to Professional Provider for such Covered Services in accordance with the terms of this Agreement. Upon termination of this Agreement, the Parties shall cooperate with each other to effect such orderly transfer as promptly as is medically practicable and appropriate. BCBST shall continue to have access to records of Members, for a period of five (5) years after termination of this Agreement or ten (10) years in the case of Members whose Blue Cross Benefit Plan was purchased through the federal health

insurance exchange, or as otherwise required by law and as necessary to fulfill the terms of this Agreement and any specific terms applicable to a Network. In addition, in cases of suspected fraud or abuse, BCBST shall continue to have access to records until all matters relating to such fraud and abuse have been resolved.

The Parties agree that money damages may not be a sufficient remedy for any breach of this Agreement. The non-breaching Party, at its option, shall be entitled to terminate this Agreement, to specific performance, and to injunctive relief, in addition to any other remedies available at law or in equity, upon the breach or threatened breach of this Agreement

#### **11.8. Termination or Exclusion of Associated Professional.**

In the event that BCBST excludes an Associated Professional from participation under this Agreement for cause or terminates a direct contract between BCBST and an Associated Professional for cause, such Associated Professional shall no longer be permitted to participate under this Agreement. Professional Provider shall be responsible for notifying Members who present to Professional Provider for treatment that the affected Associated Professional is not participating with BCBST. Professional Provider shall submit any claims for such Associated Professional with the Associated Professional's NPI number. If BCBST determines that Professional Provider has been submitting claims for services rendered by the terminated or excluded Associated Provider in such a way that it appears such services were rendered by a Network Provider, BCBST may terminate this Agreement for cause.

#### **11.9. Cooperation Upon Termination; No Interference; Non-Disparagement.**

The Parties agree to cooperate with each other to resolve promptly any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. The Parties further agree to work together in good faith to provide timely and appropriate notice to Members of the anticipated termination date of this Agreement. Professional Provider agrees to assist Members who are under the care of Professional Provider or who have scheduled Covered Services to be provided after the anticipated termination date, in transitioning to another Network Provider. Professional Provider further agrees to promptly supply all records and documents necessary for the settlement of outstanding claims for Covered Services upon the termination of the Agreement. Professional Provider also agrees to refrain in every instance from interfering with the contractual relationship between BCBST and its Members or to discourage any person from doing business with BCBST. Finally, both Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of the other party, its employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

#### **11.10. Survival.**

It is the express intention and agreement of the Parties that Sections 5.1 and 5.7, Section 9, and Sections 11.7, 11.8, 11.9 and all other sections which by their terms are intended to survive

termination, or which are necessary for the resolution of all matters unresolved, shall survive any termination of this Agreement

## **12. UNFORESEEN CIRCUMSTANCES**

### **12.1. Unforeseen Circumstances.**

In the event that Professional Provider's operations are interrupted by acts of war, fire, terrorism, insurrection, labor disputes, riots, earthquakes, or other acts of nature beyond its reasonable control, Professional Provider shall be relieved of its obligation to perform any services that are affected, such that it could not render quality healthcare to any Member.

### **12.2. Right of Termination.**

In the event that the Covered Services to be provided by Professional Provider are substantially interrupted so that Professional Provider cannot adequately render quality healthcare due to the events described in Section 12.1, for a period of sixty (60) days, BCBST shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to Professional Provider.

## **13. GENERAL PROVISIONS**

### **13.1. Assignment; Change of Control.**

This Agreement shall not in any manner be assigned by Professional Provider, including to any successor-in-interest or by operation of law, without the prior written consent of BCBST, which consent may be withheld by BCBST for any reason. In the event of a change of control affecting Professional Provider, Professional Provider shall notify BCBST in writing, and BCBST, at its discretion, may terminate this Agreement by providing Professional Provider written notice within thirty (30) days of receiving Professional Provider's notice of the change of control.

BCBST may assign this Agreement to any of its Affiliates without Professional Provider's prior written consent. Any assignment or attempt to do the same that is in violation of this Section 13.1 shall be void and shall have no binding effect. This Agreement shall be binding on, and inure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns.

### **13.2. Acquisitions.**

Professional Provider may acquire or be acquired by, merge with, or otherwise become affiliated with another provider of health care services. If such other provider was already a Network Provider, either through a direct agreement with BCBST or as an associated professional with another Professional Provider, BCBST may, at its option, continue to apply the rates previously contracted by the other Network Provider (and any of its Associated Professionals) and Professional Provider to the services provided by each of them respectively for the greatest of: (a) the remaining term of Professional Provider's participation agreement in effect prior to the acquisition, merger or affiliation; (b) the remaining term of the other Network Provider's participation agreement in effect prior to the acquisition, merger or affiliation; or (c) one (1) year.

### **13.3. Subcontracting.**

Professional Provider shall not subcontract this Agreement, or any portion of this Agreement, without the prior written consent of BCBST, which consent may be withheld by BCBST for any reason. Notwithstanding anything to the contrary herein, BCBST may subcontract any administrative function as it relates to this Agreement to any organization it so designates. In addition, in the absence of a separate agreement with any entity referenced in this section, the terms of this Agreement or any Network Attachment(s) shall be applicable to any services provided to individuals covered under healthcare plans insured or administered by any entity or its Affiliates that is licensed by the BCBSA to use the BCBS Marks.

### **13.4. Waiver of Breach.**

Neither the waiver by either of the Parties of a breach of, or a default under, any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder, shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

### **13.5. Notice.**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered (including delivery by courier), mailed by first-class, registered, or certified mail, return receipt requested, delivered by overnight courier, or transmitted electronically or by facsimile addressed as follows:

#### **If to BCBST:**

BlueCross BlueShield of Tennessee, Inc  
Attention: Provider Contract Management  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402

#### **If to Professional Provider:**

As designated on the attached Signature Page.

Either Party may designate by notice in writing a new address to which any notice, demand, request, or communication may thereafter be so given, served, or sent. Notice is deemed effective upon the earlier to occur of (x) the date actually received and (y) when documented deposited with the appropriate third party (i.e., postmarked by the US Postal Service or accepted by overnight courier) or, if sent electronically, on the date transmitted.

### **13.6. Severability.**

In the event that any part of any provision of this Agreement is rendered invalid or unenforceable under applicable law, or is declared null and void by any court of competent jurisdiction, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any

way affecting the remaining parts of such provision or the remaining parts of this Agreement.

In such event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided above, and its removal has the effect of materially altering the obligations of a Party in such manner as (i) will cause serious financial hardship to such Party; or (ii) will cause such Party to act in violation of its corporate articles or bylaws, the Party so affected shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

### **13.7. Entire Agreement.**

This Agreement, together with the applicable Provider Manual, and other manuals provided to Professional Provider via the BCBST website or in hard copy format, and exhibits, schedules, and attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, whether oral or written. This Agreement shall remain in full force and effect with respect to all Members, unless otherwise expressly stated. Each Network Attachment is enforceable under the terms and conditions contained therein and, in the event of a conflict between the language of this Agreement and any Network Attachment, the language of the Network Attachment shall prevail as to participation in that particular Network.

### **13.8. Provider Manual; Amendments.**

- (a) The terms and conditions of the Provider Manual are incorporated into, and made a part of, this Agreement by this reference. Unless expressly stated otherwise, if a conflict arises between this Agreement and the Provider Manual, the terms and conditions of the Provider Manual shall prevail. BCBST retains the right to change, revise, modify, or alter the terms of the Provider Manual upon at least thirty (30) days' prior written notice to Professional Provider.
- (b) BCBST retains the right to change, revise, modify, or alter the terms of any Blue Cross Benefit Plan issued or administered by BCBST without prior approval or notice to Professional Provider.
- (c) The removal of a Network Provider from a Network, or a change (i) to a Blue Cross Benefit Plan, (ii) to BCBST policies or procedures, or (iii) required by state or federal laws and regulations, shall be automatically incorporated herein to the extent the services rendered by Professional Provider pursuant to this Agreement are affected by such removal or change.
- (d) BCBST shall have the right to amend this Agreement in accordance with the following procedure:
  - (i) BCBST shall furnish Professional Provider with the proposed amendment in writing;
  - (ii) Professional Provider shall have thirty (30) days after notice of the amendment in which to respond in writing to BCBST. If Professional Provider either accepts such amendment or fails to respond in writing within such period, the proposed amendment shall be deemed accepted by Professional Provider and shall become effective, and therefore binding on Professional Provider



16. [THIS SECTION INTENTIONALLY OMITTED]

17. [THIS SECTION INTENTIONALLY OMITTED]

18. **BEHAVIORAL HEALTH NETWORK PARTICIPATION**

18.1 **Definitions.**

(a) “Behavioral Health Network Fixed Term” shall mean March 1, 2016, through and including February 28, 2019.

(b) “Behavioral Health Network Members” shall mean those BCBST Members whose health benefits are delivered through Network P, Network S, Network E, or any other BCBST network that is not tied to a federal or state healthcare program (other than programs giving health benefits to current government employees) and whose benefits include coverage for behavioral health services.

18.2 **Participation.** Professional Provider agrees to participate in BCBST’s Behavioral Health Network for the purpose of providing health care Covered Services to Behavioral Health Network Members.

18.3 **Reimbursement.** For Covered Services provided to Behavioral Health Network Members, BCBST will pay Professional Provider the Maximum Allowable in accordance with the attached Behavioral Health Network Attachment, which is incorporated by reference into this Agreement, at the time of service, less any applicable Member Obligation.

The Maximum Allowable set forth in the Behavioral Health Network Attachment shall represent the maximum amount payable to Professional Provider for Covered Services rendered to Behavioral Health Network Members.

BCBST will revise the Behavioral Health Network Attachment pursuant to the methods and time frames established in the Behavioral Health Network Attachment or in the applicable Provider Manual. In the event that a prior agreement established a different payment method, the date of service controls the payment method to be applied.

18.4 **Term and Termination.** Professional Provider’s participation in the Behavioral Health Network shall be effective through the Behavioral Health Network Fixed Term and, thereafter, shall renew automatically for successive periods of one (1) year each, unless terminated in accordance with the terms of this Agreement.

During the Behavioral Health Network Fixed Term, neither party may terminate Professional Provider’s participation in the Behavioral Health Network pursuant to Section 11.2 of this Agreement, but only for a material breach or for cause as set forth in this Agreement. Either party may terminate participation in the Behavioral Health Network effective after the Behavioral Health Network Fixed Term pursuant to Section 11.2 or any other applicable termination provision of this Agreement.

Termination of participation in the Behavioral Health Network does not terminate this Agreement or participation in any other BCBST network.

## 18.5 Network-specific Terms.

(a) [TO BE COMPLETED WHEN REQUIRED]

## 19. MEDICARE ADVANTAGE NETWORKS

19.1 **Applicability of this Section.** The provisions of this Section 19, apply to Professional Provider's participation in BCBST's Medicare Advantage ("MA") Networks. To the extent of a conflict between the terms of this Section and any other section of the Agreement, this Section will prevail with regard to the MA Networks.

19.2 **Definitions.** The following terms are defined for the purposes of this Section:

- (a) "Beneficiary" means an individual eligible to receive Medicare benefits.
- (b) "CMS" means the Centers for Medicare and Medicaid Services.
- (c) "Downstream Entity" means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between a Medicare Advantage Organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
- (d) "Medicare Benefit Program(s)" are the program(s) providing services to Medicare Beneficiaries under a contract with CMS, authorized by the Balanced Budget Act of 1997 and the Medicare Prescription Drug, Improvement and Modernization Act of 2003, specifically a Medicare Advantage program under which BCBST or its wholly-owned Affiliate Security Care of Tennessee, Inc. is the payor for Covered Services provided to Medicare Members.
- (e) "Medicare Member" means a Beneficiary who has elected to enroll in the Medicare Benefit Program through a Blue Cross Benefit Plan offered by BCBST and whose enrollment with BCBST has been confirmed by CMS. For purposes of this Section, all references in this Agreement to "Members" will be interpreted as referring to Medicare Members.

## 19.3 Professional Provider's Obligations.

- (a) **Confidentiality.** Professional Provider agrees to abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, including the confidentiality requirements established by BCBST and the Medicare Advantage program as set forth at 42 CFR §422.118. Professional Provider will ensure that medical information is only released in accordance with applicable federal or state law, or pursuant to court orders and subpoenas. Professional Provider will maintain records in an accurate and timely manner and will ensure timely access by Medicare Members to the records and information that pertain to them.
- (b) **Availability.** Professional Provider will have hours of operation that are generally convenient to Medicare Members and do not discriminate against Medicare enrollees. Professional Provider will make services available on a 24 hours a day/7 days a week basis.

**(c) Compliance.** Professional Provider agrees to comply with BCBST's policies and procedures and all applicable federal and state laws, rules and regulations, including Medicare laws and regulations and CMS instructions, now or hereafter in effect regarding the performance of Professional Provider's obligations hereunder, including without limitation, laws or regulations governing record timeliness, adequacy and accuracy, the regulations promulgated in 42 CFR §422 et. seq., and the appeal and dispute resolution procedures related to Covered Services provided to Medicare Members. Professional Provider agrees to comply with all federal laws on fraud, waste and abuse, as well as the HIPAA Implication Rules at 45 CFR 160, 162 and 164.

Professional Provider further agrees that any Covered Services provided to Medicare Members will be consistent with and comply with BCBST's contractual obligations to CMS, as required by 42 C.F.R. §422.504(i)(3)(iii).

**(d) Advice to Medicare Members.** Nothing in this Agreement is intended to prohibit or restrict Professional Provider from advising or advocating on behalf of a Medicare Member regarding (1) the Medicare Member's health status, medical care, or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to the Medicare Member to provide an opportunity to decide among all relevant treatment options, (2) the risks, benefits and consequences of treatment or non-treatment, and (3) the opportunity for the Medicare Member to refuse treatment and express preferences about future treatment decisions. Professional Provider must provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Professional Provider must assure that individuals with disabilities are furnished with effective communications in making decisions regarding treatment options. Professional Provider will have procedures to inform Medicare Members of follow-up care and provide training in self-care as necessary.

**(e) Prohibition on Removal of Medicare Members.** Neither Professional Provider, Professional Provider's employees nor Professional Provider's subcontractors will request, demand, require or otherwise seek, directly or indirectly, the termination from the Medicare Benefit Plan of any Medicare Member based upon the Medicare Member's need for or use of medically required services, or in order to gain financially or otherwise from such termination. Professional Provider may request that BCBST terminate coverage of a Medicare Member for reasons of fraud, disruption of medical services, or failure to follow a physician's orders, or for any of the reasons specified by CMS for mandatory disenrollment. However, Professional Provider agrees that BCBST shall have sole and ultimate authority to terminate a Medicare Member's coverage, and Professional Provider understands that any requested termination is subject to prior approval by CMS.

**(f) Record Maintenance.** Professional Provider will maintain adequate medical, financial and administrative records related to Covered Services rendered to Medicare Members. Unless a longer time period is required by applicable statutes or regulations, Professional Provider shall maintain and BCBST, the Department of Health and Human Services (HHS), the Comptroller General, the General Accounting Office, the Centers for Medicare and Medicaid Services (CMS), or the designees of any of the foregoing, and, as applicable, the National Committee for Quality Assurance (NCQA) or its designee shall have the right to audit, inspect, review and make copies of, any books, contracts,

computer or other electronic systems, including medical records and documentation, and other records maintained by Professional Provider, its subcontractors or related entities, related to CMS's contract with BCBST or to Covered Services provided to Medicare Members under this Agreement, through ten (10) years from the final date of the contract period or from the date of the completion of any audit, whichever is later.

**(g) Reports and Administration.** Professional Provider agrees to provide BCBST with encounter data, risk adjustment data, and other informational data sufficient to meet BCBST's reporting obligations to CMS. BCBST shall perform all the necessary administrative, accounting, enrollment and other functions appropriate for the administration of its Medicare Benefit Program.

**(h) Continuation of Services after Termination.** After termination of Professional Provider's participation in BCBST's MA Networks, BCBST shall be liable for payment for Covered Services rendered by Professional Provider to a Medicare Member who retains eligibility or is under the care of Professional Provider at the time of termination, other than for applicable Member Obligations, until the services being rendered to the Medicare Member by Professional Provider are completed, unless BCBST makes reasonable and medically appropriate provision for the assumption of such services by another Network Provider. BCBST will reimburse Professional Provider for all services rendered pursuant to this Section at Medicare allowable assignment rates, and Professional Provider will accept such payment, together with any authorized Member Obligation, as payment in full. This continuation of Covered Services and hold harmless obligation will be for the period for which the Medicare Member's premium has been paid to BCBST by CMS, not to exceed a period of 30 days, except for those Medicare Members who are hospitalized on an inpatient basis. Professional Provider will continue to arrange for Covered Services for those Medicare Members who are hospitalized on an inpatient basis as of the date of termination of Professional Provider's participation in the MA Networks until the Medicare Member is discharged from the hospital.

**(i) Subcontracted Providers.** To the extent Professional Provider provides any Covered Services for Medicare Members through a subcontract with another healthcare provider, the following will apply: (i) Professional Provider acknowledges that the subcontracted provider will be considered a Downstream Entity; (ii) Professional Provider agrees to pay the Downstream Entity promptly in accordance with CMS rules and regulations and to comply with any other laws and regulations related to payment, administration or oversight of Covered Services rendered to a Medicare Member; (iii) Professional Provider will provide a copy of this Agreement to the Downstream Entity; (iv) Professional Provider agrees and acknowledges that BCBST retains the right to approve, suspend, or terminate any delegation/subcontract by Professional Provider to furnish Covered Services; (v) Professional Provider agrees that any such delegation or subcontract, will be performed by the Downstream Entity in accordance with BCBST's contractual obligations to CMS, Professional Provider's contractual obligations hereunder, and all applicable Medicare laws, regulations and CMS instructions; and (vi) Professional Provider agrees that any agreements of Professional Provider with respect to any subcontract/delegation will be in writing, signed by the parties to be bound, and shall specifically obligate the Downstream Entity to comply with all of the provisions of this Agreement.

**(j) Professional Provider's Notices.** Professional Provider will notify BCBST, in writing, within thirty (30) days of: (a) any termination, suspension, limitation, voluntary surrender or restriction of Professional Provider's license, accreditation, certification, or other governmental authorization; (b) failure to maintain any insurance as required herein; (d) Professional Provider's conviction of a felony or any other criminal charge relating to Professional Provider; (e) any disciplinary action taken by a state licensing board, or other governmental agency; (f) Professional Provider's suspension or exclusion from participation in the Medicare or Medicaid programs; or (g) any other legal, governmental or other action or event which may materially impair the Professional Provider's ability to perform any duties and obligations under this Agreement.

**(k) Professional Provider Representations and Warranties.** Professional Provider warrants that Professional Provider is duly qualified and approved to act as a provider of health care services to Medicare Beneficiaries under Title XVIII of the Social Security Act (whether considered "participating" in Medicare or not). Further, Professional Provider represents and warrants to BCBST that (a) neither Professional Provider nor any of its Affiliates are excluded from participation in any federal health care program, as defined under 42 U.S.C. 1320a-7b (f); (b) Professional Provider has not arranged or contracted (by employment or otherwise) with any employee, contractor, Downstream Entity, or agent that Professional Provider or its Affiliates know or should know are excluded from participation in any federal health care program to provide items or services hereunder; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e (g), has occurred or is pending or threatened against Professional Provider or its Affiliates or to Professional Provider's knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). Professional Provider, during the term of this Agreement, shall notify BCBST of any Exclusions/Adverse Actions on any basis therefore within two (2) business days of Professional Provider's learning of any such Exclusions/Adverse Actions on any basis therefore.

#### **19.4 BCBST's Obligations.**

**(a) Administrative and Compliance Responsibilities.** BCBST will perform or arrange for the performance of all administrative responsibilities necessary under this Agreement for the provision of Covered Services to Medicare Members except as otherwise specified herein. BCBST shall have the sole responsibility for filing reports, obtaining approval from, and complying with, the applicable laws and regulations of federal, state and local governmental agencies having jurisdiction over BCBST. Such compliance accountability includes monitoring of Professional Provider's compliance with applicable regulations. BCBST shall perform all the necessary administrative, accounting, enrollment and other functions appropriate for the marketing and administration of its Medicare Benefit Program. BCBST may elect to contract with persons and/or entities to perform such responsibilities and functions on behalf of BCBST.

**(b) Delegation.** To the extent that BCBST delegates to Professional Provider any of its administrative responsibilities (e.g. credentialing) such delegation will be specified in

a separate agreement that is compliant with CMS regulations and BCBST policies and procedures. No administrative delegation is presumed under this Agreement.

To the extent Professional Provider renders Covered Services to Members under arrangements with another healthcare provider, BCBST hereby delegates to Professional Provider responsibility under BCBST's Medicare Advantage contract with CMS to provide such services as set forth in this Agreement. Professional Provider agrees that BCBST may only delegate such responsibilities in a manner consistent with the standards set forth under 42 CFR §422.504(i)(3) and (4). Professional Provider agrees that BCBST or CMS, consistent with obligations under the Medicare Advantage program, may revoke this delegation and terminate Professional Provider's participation in MA Networks if Professional Provider does not perform satisfactorily or if any of Professional Provider's reporting and disclosure obligations are not fully met in a timely manner. In the event of such delegation, Professional Provider acknowledges that BCBST will oversee and monitor Professional Provider's performance on an ongoing basis. Professional Provider further acknowledges that BCBST is accountable to CMS for the functions and responsibilities described in its Medicare Advantage contract with CMS and applicable regulatory standards.

**(c) Coverage Determinations.** In addition to the guidelines set forth in Section 4.1, BCBST will make determinations of whether services provided to Medicare Members are Covered Services in accordance with the coverage guidelines established by the Medicare Benefit Program.

## **19.5 Compensation.**

**(a) Timely Submission of Claims.** Professional Provider will file claims within 365 days from the date of service. Claims that are not filed, including the submission of any revisions or adjustments, within 365 days of the date of service will be denied. Professional Provider will not bill Medicare Members for claims that are denied due to Professional Provider's failure to timely submit the claim.

**(b) Prompt Payment.** Unless a claim for payment is disputed, BCBST shall promptly make payment on each Clean Claim, timely submitted by Professional Provider, for Covered Services rendered to a Medicare Member, within thirty (30) calendar days. All payments will be made in accordance with BCBST policies.

**(c) Prohibition on Balance Billing.** Professional Provider may not bill or collect from the Medicare Member or any third party for services, procedures, drugs, supplies or home medical equipment that are not Medically Necessary or that are denied in a Medicare coverage determination issued by BCBST as explained in the Professional Provider Manual and/or as set forth in the Medicare Benefit Contract. Professional Provider may collect, however, for a specific service, procedure, drug, supply or item of home medical equipment where services are not Medically Necessary or benefits are not payable pursuant to a Medicare coverage determination, if, prior to the service being provided, the Professional Provider requested a pre-determination on the Member's behalf and BCBST has issued a CMS-10003 Notice of Denial of Medical Coverage.

In addition, Professional Provider will not charge Medicare Members any fees, surcharges or sales, use or other applicable tax for Covered Services. If BCBST receives notice of any additional charges or balance billing, Professional Provider will fully cooperate with BCBST to investigate such allegations and will promptly refund any improper payments collected.

**(d) Plan-Directed Care.** CMS considers plan-directed care to be the financial responsibility of the health plan and/or its contracted network, but in either case, not the responsibility of the Medicare Member. Plan-directed care is care the Member believes they were instructed to obtain, or authorized to receive and such instruction and/or authorization was provided by a health plan representative. Under CMS's guidance, a representative of the health plan includes plan-contracted providers. Therefore, Professional Provider must obtain authorization from BCBST prior to referring a Medicare Member to an out-of-network provider.

For services that require Prior Authorization or predetermination, BCBST's authorization procedures must be followed. If a Medicare Member proceeds to receive care at the direction of Professional Provider, believing that such care was verbally or otherwise authorized by Professional Provider, the Medicare Member cannot be held financially responsible. In such cases where Professional Provider failed to follow BCBST's authorization protocols, BCBST may decline to pay the claim, in which case Professional Provider will be held financially liable for the services received by the Medicare Member. CMS prohibits holding the Medicare Member liable in such cases.

**(e) Hold Harmless; Dual-Eligible Members.** Professional Provider will not hold Medicare Members liable for payment of any fees that are the legal obligation of BCBST. Professional Provider further agrees that, for all Medicare Members eligible for both Medicare and Medicaid, such Medicare Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Professional Provider agrees to: (1) accept BCBST payment as payment in full, or (2) bill the appropriate State source. Professional Provider will be informed of Medicare and Medicaid benefits and rules for Medicare Members eligible for Medicare and Medicaid. Professional Provider and BCBST may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in BCBST.

**19.6 Term and Termination.** The following termination provisions apply to the MA Networks in addition to those contained in Section 11.

**(a) Termination of Medicare Benefit Program.** Provider's participation in the MA Networks will terminate immediately upon the official cancellation of BCBST's contract with CMS or on the official date of discontinuance of BCBST's Medicare Benefit Program, whichever is later.

**(b) Immediate Termination Upon Exclusion.** Provider's participation in the MA Networks will immediately terminate upon Professional Provider's exclusion from participating in federal health programs.

(c) **Provisions Surviving Termination.** The provisions of Sections 19.3(c) 19.3 (f) and 19.3(h) will survive any termination of this Amendment.

20. [THIS SECTION INTENTIONALLY OMITTED]

21. [THIS SECTION INTENTIONALLY OMITTED]

22. MEDICARE ADVANTAGE BEHAVIORAL HEALTH NETWORK (“MA BEHAVIORAL HEALTH”) PARTICIPATION

**22.1 Definitions.**

(a) “MA Behavioral Health Fixed Term” means March 1, 2016, through and including, February 28, 2019.

**22.2 Participation.** Professional Provider agrees to participate in BCBST’s MA Behavioral Health Network for the purpose of providing health care Covered Services to Medicare Members.

**22.3 Reimbursement.** For Covered Services provided to Medicare Members, BCBST will pay Professional Provider the Maximum Allowable in accordance with the attached MA Behavioral Health Network Attachment, which is incorporated by reference into this Agreement, at the time of service, less any applicable Member Obligation.

The Maximum Allowable set forth in the MA Behavioral Health Network Attachment shall represent the maximum amount payable to Professional Provider for Covered Services rendered to Medicare Members.

BCBST will revise the MA Behavioral Health Network Attachment pursuant to the methods and time frames established in the MA Behavioral Health Network Attachment or in the applicable Provider Manual. In the event that a prior agreement established a different payment method, the date of service, or the admission date in the case of inpatient services, controls the payment method to be applied.

**22.4 Term and Termination.** Professional Provider’s participation in the MA Behavioral Health Network shall be effective through the MA Behavioral Health Fixed Term and, thereafter, shall renew automatically for successive periods of one (1) year each, unless terminated in accordance with the terms of this Agreement.

During the MA Behavioral Health Fixed Term, neither party may terminate Professional Provider’s participation in the MA Behavioral Health Network pursuant to Section 11.2 of this Agreement, but only for a material breach or for cause as set forth in this Agreement. Either party may terminate participation in

MA Behavioral Health effective after the MA Behavioral Health Fixed Term pursuant to Section 11.2 or any other applicable termination provision of this Agreement.

Termination of participation in the MA Behavioral Health Network does not terminate this Agreement or participation in any other BCBST network.

**22.5 Network-specific Terms.**

(a) [TO BE COMPLETED WHEN REQUIRED]

[Signature page follows]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this BlueCross BlueShield of Tennessee, Inc. Professional Agreement intending to be bound on the Effective Date.

**BlueCross BlueShield of Tennessee, Inc.**

**County of Hamilton**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Jim M. Coppinger

Title: \_\_\_\_\_

Title: County Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Provider Tax ID: 626000636

**Security Care of Tennessee** joins in the execution of this Agreement for the purposes of the MA HMO

*Becky Barnes* 3/1/16  
GRANTEE SIGNATURE DATE

Becky Barnes, Administrator  
Printed Name and Title of Grantee Signatory (above)  
Address for Notice:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Street: \_\_\_\_\_

Title: \_\_\_\_\_

City: \_\_\_\_\_

Date: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

**BEHAVIORAL HEALTH NETWORK ATTACHMENT**  
**Provider:** Chattanooga-Hamilton County Health Department  
**Provider NPI:** 1386665594  
**Dated:** March 1,2016

**Professional Provider**

This Behavioral Health Network Attachment (the "Attachment") is referenced in and attached to the Professional Provider Agreement (the "Agreement") between BCBST and the Professional Provider named above and describes the reimbursement to Professional Provider for behavioral health Covered Services provided to Behavioral Health Network Members. This Attachment is confidential and proprietary information of BCBST, protected under Tennessee Code Annotated § 56-7-1013. It is not to be duplicated or revised without the written consent of BCBST.

**I. Definitions.**

The following terms are defined for the purposes of this Attachment. All other capitalized terms have the same meaning as in the Agreement.

"Billed Charges" means charges billed for Covered Services, also occasionally referred to as "Covered Charges." Billed Charges do not include any charges that are not for Covered Services or that are for items not reimbursable by BCBST.

"CPT Code" means a Current Procedural Terminology Code created by the American Medical Association (AMA).

**II. Billing and Reimbursement Guidelines.**

**A. Maximum Allowable.** In accordance with the Agreement, the Maximum Allowable will be the lesser of Professional Provider's Billed Charges for Covered Services or the appropriate fee amount in this Attachment. All payment or fee amounts listed herein are subject to payment of lesser Billed Charges.

**B. Billing Requirements.** Professional Provider must submit all claims on a CMS Form 1500 or its successor. Claims must comply with the applicable billing guidelines published in the Provider Manual.

**C. Reimbursement Policies.** In addition to the payment policies described herein, BCBST pays claims pursuant to the reimbursement guidelines and policies contained in the Provider Manual. Any updates and/or changes to BCBST's reimbursement policies will be communicated no later than thirty (30) days prior to implementation thereof via BCBST's standard method of notice.

**D. Use of CPT Codes.** The CPT Codes eligible for reimbursement under this Attachment are those listed in the attached Schedule 1 -- Behavioral Health Professional Fee Schedule. Addition, revision, and deletion of codes will be done in accordance with Section VI.B. Billing and Reimbursement-General Billing Information of the Provider Manual. BCBST will assign a reasonable fee to new or revised codes. Professional Provider may periodically request an updated version of Schedule 1.

**III. Reimbursement.**

- A. Professional Services.** The established fee for behavioral health professional Covered Services will be 100% percent of the amount shown on Schedule 1 for the relevant CPT code and provider type.
  
- B. Lab Services.** BCBST will reimburse Professional Provider for those laboratory services that are ancillary to behavioral health professional services at 52% of the 2013 Medicare rate.

## MEDICARE ADVANTAGE BEHAVIORAL HEALTH NETWORK ATTACHMENT

**Provider:** Chattanooga-Hamilton County Health Department

**Provider NPI:** 1386665594

**Dated:** March 1, 2016

### Professional Provider

This Medicare Advantage Behavioral Health Network Attachment (the "Attachment") is referenced in and attached to the Professional Provider Agreement (the "Agreement") between BCBST and the Professional Provider named above and describes the reimbursement to Professional Provider for behavioral health Covered Services provided to Medicare Members. This Attachment is confidential and proprietary information of BCBST, protected under Tennessee Code Annotated § 56-7-1013. It is not to be duplicated or revised without the written consent of BCBST.

#### I. Definitions.

The following terms are defined for the purposes of this Attachment. All other capitalized terms have the same meaning as in the Agreement.

"Billed Charges" means charges billed for Covered Services, also occasionally referred to as "Covered Charges." Billed Charges do not include any charges that are not for Covered Services or that are for items not reimbursable by BCBST.

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#### II. Billing and Reimbursement Guidelines.

**A. Maximum Allowable.** In accordance with the Agreement, the Maximum Allowable will be the lesser of Professional Provider's Billed Charges for Covered Services or the appropriate fee amount in this Attachment. All payment or fee amounts listed herein are subject to payment of lesser Billed Charges.

**B. Billing Requirements.** Professional Provider must submit all claims on a CMS Form 1500 or its successor. Claims must comply with the applicable billing guidelines published in the Provider Manual.

**C. Reimbursement Policies.** In addition to the payment policies described herein, BCBST pays claims pursuant to the reimbursement guidelines and policies contained in the Provider Manual. Any updates and/or changes to BCBST's reimbursement policies will be communicated no later than thirty (30) days prior to implementation thereof via BCBST's standard method of notice.

**D. Use of CPT Codes.** The CPT Codes eligible for reimbursement under this Attachment are those listed in the attached Schedule 1 – BCBST Medicare Advantage Behavioral Health Network Professional Fee Schedule. Addition, revision, and deletion of codes will be done in accordance with Section VI.B. Billing and Reimbursement-General Billing Information of the Provider Manual. BCBST will assign a reasonable fee to new or revised codes. Professional Provider may periodically request an updated version of Schedule 1.



# Hamilton County Board of Commissioners RESOLUTION

No. 316-36

A RESOLUTION ACCEPTING THE BID OF SWARCO INDUSTRIES, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MARCH 16, 2016, THROUGH MARCH 15, 2017, FOR GLASS SPHERE REFLECTIVE BEADS FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for glass sphere reflective beads for the Highway Department / Traffic Shop; and,

WHEREAS, the bid from Swarco Industries, Inc. amounting to \$566.00 per container was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Swarco Industries, Inc. for one (1) year contract pricing beginning March 16, 2016, through March 15, 2017, for glass sphere reflective beads for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

Bid#0216-110 Glass Sphere Reflective Beads  
Hamilton County, Tennessee

### **SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for one (1) year contract unit pricing for **Glass Sphere Reflective Beads** for the Highway Department. All pricing must include shipping/delivery to Hamilton County Highway Department.

### **BID SUBMISSION REQUIREMENTS**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:00 a.m. (ET) on February 29, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0216-110: Glass Sphere Reflective Beads". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

### **NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS**

***NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.***

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid # 0216-110: Glass Sphere Reflective Beads from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **DESCRIPTION:**

Glass Sphere Reflective Beads to be used in traffic paint to stripe roads in Hamilton County, Tennessee. Must meet AASHTO M 247 Standards.

### **CONTACTS**

Questions concerning product specifications should be directed to Mr. Gene Quinn, Highway Department Traffic Shop, (423) 855-6100.

Bid#0216-110 Glass Sphere Reflective Beads  
Hamilton County, Tennessee

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350.

**SPECIFICATIONS:**

Estimated quantities used – 40 ton per year.  
To be ordered as needed.  
2,000 lb. sling bags

Pricing to include shipping cost.

Must meet the requirements of the Tennessee Department of Transportation.

**MUST HAVE LETTER OF MATERIAL CERTIFICATION WITH SHIPMENT.**

To be delivered to: Hamilton County Highway Department  
7625 Standifer Gap Road  
Chattanooga, TN 37421

**PRICING**

Price per 2,000 lb. sling bags: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

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Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this Invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

2/17/2016 8:29 AM Eastern

Solicitation Title: Glass Sphere Reflective Beads  
 Number: 0216-110  
 Bids Due: 2/29/2016 10:00:00 AM Eastern  
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
2/17/2016 8:29:29AM	Eastern	Linda Chumbler	<a href="#">0216-110 - Glass Sphere Reflective Beads</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	164	0

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**Please run the attached ad on February 17, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) year contract pricing for Glass Sphere Reflective Beads will be opened at 10:00 A.M. on February 29, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Gail B. Roppo**  
Director of Purchasing



Reflective Glass Beads  
February 29, 2016

Highway Department  
10:00 A.M.

Vendors:	Swarco	Potters	Ennis
	Industries	Industries	Paint Inc.
	Inc.	LLC	
Bid Price per Container	\$566.00	\$574.00	\$800.00
Delivery:	14 days ARO	10 days ARO	20 days
Terms:	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	2/17/2016
Vendor Mailing:	164
Vendor Response:	3
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 316-37

A RESOLUTION ACCEPTING THE BID OF 84 LUMBER COMPANY FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 16, 2016, THROUGH SEPTEMBER 15, 2016, FOR BAGGED PORTLAND CEMENT FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) months contract pricing for bagged Portland cement for the Highway Department; and,

WHEREAS, the bid from 84 Lumber Company amounting to \$9.75 per bag was the only bid received, but said bid is deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of 84 Lumber Company for six (6) months contract pricing, beginning March 16, 2016, through September 15, 2016, for bagged Portland cement for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

## BAGGED PORTLAND CEMENT

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Bagged Portland Cement (94 lb. bag) to be picked up by the Hamilton County Highway Department on an as needed basis. This contract will start on March 16, 2016 through September 15, 2016.

#### Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 23, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0216-106: Bagged Portland Cement". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

#### **NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

*NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.*

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0216-106: Bagged Portland Cement from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

#### **Contacts:**

Questions concerning product specifications should be directed to Mr. Ben Wilson, Director, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).

Bid# 0216-106 Bagged Portland Cement  
Hamilton County, Tennessee

**Pricing for six (6) months contract for Bagged Portland Cement:**

**Price per 94 lb. bag: \$** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

## AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

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Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
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10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

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14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

2/12/2016 9:30 AM Eastern

Solicitation Title: Bagged Portland Cement  
 Number: 0216-106  
 Bids Due: 2/23/2016 10:30:00 AM Eastern  
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="1"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
2/12/2016 9:28:51AM	Eastern	Linda Chumbler	<a href="#">0216-106 - Bagged Portland Cement</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	143	4

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**Please run the attached ad on February 12, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for six (6) months contract unit pricing for bagged Portland cement will be opened at 10:30 A.M. on February 23, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Bagged Portland Cement  
February 23, 2016

Highway Department  
10:30 A.M.

Vendors:	84 Lumber
	Company
Price per bag:	\$9.75
Terms:	

Request For Bids:	
Newspaper Ad:	2/12/2016
Vendor Notification:	143
Vendor Response:	1
Budget:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 316-38

A RESOLUTION ACCEPTING THE BID OF YSI INCORPORATED FOR TWO (2) WATER QUALITY SONDES AMOUNTING TO \$26,107.25 FOR THE HAMILTON COUNTY WATER QUALITY PROGRAM AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for two (2) water quality sondes for the Hamilton County Water Quality Program; and,

WHEREAS, the bid from YSI Incorporated amounting to \$26,107.25 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of YSI Incorporated for two (2) water quality sondes amounting to \$26,107.25 for the Hamilton County Water Quality Program is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

March 16, 2016

\_\_\_\_\_  
Date

Bid# 016-092: Two (2) Water Quality Sondes  
Hamilton County, Tennessee

**WATER QUALITY SONDES  
SPECIFICATIONS**

**Hamilton County, Tennessee is soliciting bids for two (2) water quality sondes, as per attached specifications, for the Hamilton County Water Quality Program.**

**Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 9, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0116-092: Water Quality Sondes". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Important delivery / mailing instructions.**

*NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.*

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0116-092: Water Quality Sondes {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**Questions concerning specifications should be directed to:**

Crystal Piper  
Water Quality program Manager  
Phone: (423)209-7851  
Email: [cpiper@hamiltontn.gov](mailto:cpiper@hamiltontn.gov)

**Questions concerning bid procedures should be directed to:**

Linda Chumbler  
Senior Buyer/Bid Coordinator  
Phone: (423) 209-6350  
E-mail: [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov)

**Shipping/Delivery:**

Hamilton County Water Quality Program  
1250 Market Street  
Suite 3050  
Chattanooga, TN 37402

**SPECIFICATIONS**

**General Requirements:**

The sonde should be designed for long-term, underwater deployment in a wide variety of natural environments with minimal sensor maintenance required. It should be capable of simultaneously measuring multiple water quality parameters, including conductivity, temperature, dissolved oxygen, pH, and turbidity; additionally, the sensor payload should be flexible to allow additional or alternative parameters to be measured at different times. The sonde shall include internal data logging capability and wireless (e.g. Bluetooth) data transfer technology, as well as backup USB data transfer capability. The vendor shall include onsite representation for initial setup and deployment.

Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed equipment meets each of the specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your equipment does not meet any specification, please explain using the comments column.

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Sonde Features</b>			
The instrument shall be capable of operating in water depths up to 10 meters			
The instrument shall not exceed 3.0" in diameter, 28" in length and 6 lbs. in standard weight.			
The instrument shall be a platform with universal ports that can accommodate a variety of sensors, which can be used or reconfigured at any time by the end user in the field. Similarly, the sensors shall have hermaphroditic wet-mateable connectors, allowing them to be plugged interchangeably into any sensor port.			
The instrument shall be designed to withstand the harsh conditions of field use by using rugged materials, including Titanium, laser-welded probe housings to resist leaks; wet-mateable connectors that resist corrosion; impact-resistant and chemical-resistant Xenoy polymer reinforced housing; and sapphire glass on optical sensor windows.			

Bid# 016-092: Two (2) Water Quality Sondes  
Hamilton County, Tennessee

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Sonde Features Cont.</b>			
<p>The instrument shall be equipped with built-in Bluetooth (or approved equivalent) wireless technology for cable-free communications when calibrating, communicating and downloading data. An internal magnetic switch and external activation key for wireless control of the Bluetooth radio shall be included.</p>			
<p>The instrument shall support the use of field-replaceable probes for the Dissolved Oxygen, Conductivity, Temperature, pH, ORP, Turbidity, Chlorophyll/Blue-Green Total Algae, fDOM, and central wiper. These sensors shall be capable of being removed without opening the sonde or exposing the internal electronics to the environment.</p>			
<p>The instrument shall provide low-power consumption for extended deployments and must be able to measure Temperature, Conductivity, Depth, pH, ORP, Turbidity, Chlorophyll/Blue-Green Total Algae, and Optical DO for duration of 90 days at a 15-minute sampling interval.</p>			
<p>The instrument shall be capable of operating in a self-powering mode from an internal power supply using a set of four (4) “D” cell alkaline batteries (or equivalent), or rechargeable batteries that are available for purchase in most localities around the world. Batteries shall be removable via an external hatch without exposing its electronics. The instrument shall also have the capability of being powered by an external 12VDC-power supply through an interface cable or via USB through the use of a Signal Output Adapter.</p>			
<b>Sensor Features</b>			
<p>All sensors must store all calibration data internally and shall be able to be swapped from one sonde to another, or from one sonde port to another, without recalibration</p>			
<p>The instrument shall use a dissolved oxygen sensor that employs the Luminescent “Life Time” Dissolved Oxygen measurement technique. This sensor shall be capable of measuring dissolved oxygen in the range of 0-20 mg/l with an accuracy of +/- 0.1 mg/l; and in the range of 0-200% saturation with an accuracy of +/- 1% air saturation with a response time of &lt;5</p>			

Bid# 016-092: Two (2) Water Quality Sondes  
Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Sensor Features Cont.</b>			
<p>sec under all or zero flow conditions without the use of a stirring device. In addition the sensor must be able to measure dissolved oxygen in the range of 20-50 mg/l with an accuracy spec at this range of +/- 5% of the reading; and in the range of 200-500% saturation with an accuracy spec of +/- 5% of the reading. The optical DO sensor membrane must be field replaceable component that does not require the use of tools to replace. The Dissolved Oxygen sensor shall be able to be calibrated with a one-point (saturated air or water) or a two-point (zero DO and saturated air or water) oxygen calibration.</p>			
<p>The instrument shall use a Nephelometric type turbidity probe capable of measuring turbidity from 0-4000 NTU. The sensor will have an accuracy of +/- 2% of reading or 0.3 NTUs (whichever is greater).</p>			
<p>The instrument shall use a depth sensor capable of measuring in the range of 0-10 meter with an accuracy of +/- 0.04% Full Scale.</p>			
<p>The instrument shall measure temperature using a NIST-traceable calibrated thermistor in the range of -5 to 50 degrees C with an accuracy of +/- 0.01 degrees C and a resolution of 0.01 degrees C from -5 to 35 degrees C and an accuracy of +/-0.05 degrees C from 35 to 50 degrees C. Each temperature sensor must include a factory calibration/NIST reference sheet.</p>			
<p>The instrument shall measure conductivity using a four-electrode cell in the range of 0-200 mS/cm with an accuracy of +/- 0.5% or 0.001 mS/cm and a resolution of 0.001 to 0.1 mS/cm. Additionally; the cell design should prevent bubbles from settling on electrodes and interfering with measurements. The conductivity sensor must be a linear device requiring only a single-point calibration.</p>			
<p>The instrument shall measure pH in the range of 0-14 with an accuracy of +/- 0.2 for the entire temperature range and a resolution of 0.01 using a combination electrode with a gel-filled reference electrode. The sensor shall be able to measure to spec across all ionic strength waters. The pH sensor will be equipped with an internal amplifier to improve signal response and stability and utilize a replaceable probe head that</p>			

Bid# 016-092: Two (2) Water Quality Sondes  
Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Sensor Features – Cont.</b>			
can be field replaced at minimal cost			
The instrument shall provide antifouling protection with a central motorized wiper with rotating nylon-bristle brush that removes biofouling from all optical, pH, and conductivity sensors. The wiper shall be protected from sediment accumulation. The wiper shall be field-serviceable and replaceable.			
<b>Additional Features</b>			
The instrument shall be supplied with a software program providing communication and data processing. Data shall be presented in both report and graphical form. The software program shall be capable of exporting data in Excel formats.			
The instrument shall be capable of updating its internal and sensor software with newer versions in the field.			
The instrument software shall be capable of advanced data collection settings, including Burst Sampling to collect a rapid set of data at each logging interval, and Adaptive Logging to use one or two sensors as triggers for a higher resolution logging interval based on pre-determined thresholds for events.			
The instrument software shall utilize quality assurance checks to prevent faults, errors and lost data.			
All sensor ports shall have secondary backup seals, thus protecting the internal electronics from the environment.			
. The instrument's battery compartment must be sealed and protected by a safety device that protects the operator from a gas pressure build-up in the battery compartment.			
The instrument shall have, as a standard, 512 megabytes of non-volatile flash disk memory capable of storing 1,000,000 individual readings as a standard. Loss of battery power shall not cause loss of memory, and a memory backup battery shall not be required.			
The instrument shall support USB output and legacy SDI-12 output through the use of Signal Output Adapters. The sonde must be able to log data internally and perform SDI-12 functions to ensure data redundancy.			

Bid# 016-092: Two (2) Water Quality Sondes  
Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Additional Features – Cont.</b>			
The instrument shall include a metal bulkhead to reduce the incidences of stripping threads and field replaceable titanium retaining nuts on sensors.			
The instrument shall provide electrical overload protection to the individual sensors that will prevent data loss in the event that a single sensor experiences catastrophic failure.			
The instrument shall provide an auxiliary port to integrate other sensors and support future expansion.			
Data Management Software			
Hard sided carrying case			
Any additional equipment necessary for calibration, data communications, or deployment (not to include calibration standards)			
<b>Vendor to provide representative for onsite setup and deployment</b>			
<b>Vendor to include product spec sheet with bid</b>			
<b>Vendor to include manufacturer’s warrant information with bid</b>			
<b>Vendor must return completed Authorization to Bind Form with bid</b>			
<b>Bid Price to include all shipping/delivery charges</b>			

<b><u>Product Description</u></b>	<b><u>Quantity</u></b>
<b>Multi-Parameter water quality sonde w/ 4-6 ports, integrated depth sensor and central wiper port (or approved equivalent), as specified above</b>	<b>2</b>
<b>Wiped Conductivity/Temperature Sensor, as specified</b>	<b>2</b>
<b>pH Sensor, as specified</b>	<b>2</b>
<b>Optical dissolved oxygen sensor, as specified</b>	<b>2</b>
<b>Turbidity Sensor, as specified</b>	<b>2</b>
<b>Anti-fouling wiper, as specified</b>	<b>2</b>
<b>USB communications adapter, as specified</b>	<b>1</b>
<b>Data management software</b>	<b>1</b>
<b>Any additional equipment necessary for calibration, data communication, or deployment (not to include calibration standards)</b>	<b>1</b>
<b>Hard sided carrying case</b>	<b>1</b>
<b>Vendor to provide representative for onsite setup and deployment</b>	<b>1</b>

**PRICING:**

This bid is for two (2) Water Quality Sondes as per specifications.

Total Bid Price: \_\_\_\_\_

Make & Model: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

## AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

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If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**

## Chumbler, Linda

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**From:** Piper, Crystal  
**Sent:** Monday, February 15, 2016 1:16 PM  
**To:** Chumbler, Linda  
**Cc:** Reynolds, Adam; Battle, Delphine  
**Subject:** Water Quality sonde bids

Linda,

Adam and I have reviewed the Water Quality Sonde Bids and recommend the YSI quote.

While the In-Situ quote is less than the YSI quote, We recommend accepting the higher quote based on several instances of the low bid equipment not meeting the specifications of the request.

According to the submitted bid, the low bid does not meet specifications intended to ensure long-term durability of the equipment. Also, there are uncertainties regarding if and when additional sensors will be supported and available for the present equipment—or even whether the present equipment would require replacement to allow future customization. The submitted bid further indicates that the In-Situ equipment does not meet specified levels of accuracy for depth, and temperature measurements, nor for additional sampling and safety options.

### Summary Table of Low-bid Specification discrepancies:

Specification ref.	Does Not Meet	Priority Class	
		High	Low
Sonde features:			
Rugged material and durability	X	X	
Sensor features:			
Depth accuracy	X		X
Temperature accuracy	X		X
Dissolved oxygen accuracy	*		X
Additional features:			
Data collection settings	X		X
Battery pressure safety	X	X	

\*While the bid document indicates that the equipment meets the spec, the product sheet does not.

The submitted bid document indicates that the low bid equipment meets or exceeds the specified level of accuracy for dissolved oxygen measurement (+/- 0.1 mg/L in the range of 0-20 mg/L). However, the attached product spec sheet indicates that the actual accuracy is +/- 0.2 mg/L between 8-20 mg/L dissolved oxygen. While the discrepancy is not a top priority concern, given that most of the samples to be collected would be expected to fall in or near the 8-20 mg/L dissolved oxygen range, the reduced level of accuracy is notable.

Several of the observed bid specification discrepancies are relatively non-critical; however, in aggregate, it is for these reasons that we recommend accepting the alternative bid submitted by YSI Inc.

I will be out of town Tuesday and Wednesday this week. Adam Reynolds should be available to answer questions in my absence. Dee Battle will be of assistance with Budget coding for this item.

Thank you,

Crystal



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**Solicitation - Log**

1/27/2016 8:14 AM Eastern

Solicitation Title: Water Quality Sondes  
Number: 0116-092  
Bids Due: 2/09/2016 10:30:00 AM Eastern  
Status: Open

Visible to Vendors: Currently Visible | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="1"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/27/2016 8:14:22AM	Eastern	Linda Chumbler	<a href="#">0116-092 - Water Quality Sondes</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	81	1

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**Please run the attached ad on January 27, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for two (2) Water Quality Sondes will be opened at 10:30 A.M. on February 9, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing

**LEGAL NOTICE**

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Gail B. Roppo  
Director of Purchasing

(2) Water Quality Sondes  
February 9, 2016

Engineering Department  
10:30 A.M.

Vendors:	YSI
	Incorporated
Total Bid Price:	\$26,107.25
Make/Model:	EX02 Water Quality Sondes
Delivery:	
Terms:	Net 30

Request For Bids:	
Newspaper Ad:	1/27/2016
Vendor Notification:	81
Vendor Response:	2
Budgeted:	Capital

Submitted a bid, but did not meet specs:  
In-Situ, Inc.