

Hamilton County Board of County Commissioners

AGENDA

March 19, 2014

ROLL CALL

INVOCATION - Commissioner Mackey

PLEDGE TO THE FLAG - Commissioner Mackey

Presentation	Hixson High School Wrestling Team - Commissioner Marty Haynes
Presentation	Charlotte Vlasis - "I Love My Librarian" Award - Commissioner Boyd
Presentation	Superintendent Rick Smith - Hamilton County Board of Education
Presentation	Sheriff Jim Hammond - Annual Report for 2013
Minutes	February 26, 2014 - Recessed Meeting Minutes
Minutes	February 26, 2014 - Agenda Session Minutes
Minutes	March 5, 2014 - Regular Meeting Minutes
Res. No. 314-15	A Resolution to approve and accept applications for notary public positions and Oath of Deputy Sheriff.
Report	Order of Designation - Planning Commission - Todd Leamon - 3-10-14
Report	Juvenile Court Report
Report	Debt Obligation Report
Res. No. 314-16	A Resolution for the Mowbray Volunteer Fire Department to sell a 1986 Ford Econoline 250 Van which is co-titled with the Hamilton County Government and authorizing the County Mayor to sign any documents necessary to implement this Resolution.
Res. No. 314-17	A Resolution accepting the bid of Southeast Floors, LLC for carpet and installation amounting to \$26,821.00 for the Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 314-18	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 to provide Childhood Immunization Services in Hamilton County, for the period of January 1, 2014 through December 31, 2014.
Res. No. 314-19	A Resolution authorizing the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, to adjust charges for clinical visits, procedures, pharmaceuticals, tests and laboratory services up to the prevailing maximum reimbursable insurance rate.
Res. No. 314-20	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 an amendment contract for \$542,900 with the Tennessee Department of Health for the provision of Bioterrorism Preparedness activities for the 12 month time period beginning July 1, 2013 - June 30, 2014 and amending the 2013/2014 budget by increasing revenues by \$26,600 and expenses by \$12,681.
Res. No. 314-21	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 DentaQuest USA Insurance Company for the provision of dental services to Coverkids members effective April 1, 2014.
Res. No. 314-22	A Resolution to authorize the County Mayor to enter into and execute an Agreement with Terracon for geoenvironmental testing and inspection services necessary for construction of the new East Brainerd Elementary School for an amount not to exceed \$250,000.00 of previously budgeted funds.

- Res. No. 314-23 A Resolution authorizing the payment of Forty-Eight Thousand Dollars (\$48,000.00) in settlement of a claim against Hamilton County and the Hamilton County Sheriff's Office as brought by the heir-of-law of Jason Matthew Logan for his death while in custody at the Hamilton County Jail.
- Res. No. 314-24 A Resolution accepting the permit agreement for the occupancy and use of premises for blind operated vending facilities and authorizing the County Mayor to sign any contracts necessary to implement this resolution.
- Res. No. 314-25 A Resolution to make certain findings relating to the Coca-Cola Bottling Company United, Inc. project, to delegate certain authority to the Industrial Development Board of the City of Chattanooga, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.
- Res. No. 314-26 A Resolution approving an amendment to the Hamilton County Employee Handbook.
- Res. No. 314-27 A Resolution to formalize the allocation of the increase in payments in lieu of taxes in the amount of \$1,180,695 yearly received from the Tennessee Valley Authority (TVA) concerning the purchase of their property in Chattanooga.

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 COMMISSION
FEBRUARY 26, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) February 26, 2014

BE IT REMEMBERED, that on this 26th day of February, 2014, a Recessed 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

Commissioner Henry reported that the pastor who was scheduled to give the invocation was not in attendance. He requested that Commissioner Haynes give the invocation. Commissioner Henry led in the pledge to the flag.

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Chairman Skillern welcomed new Commission staff member Melinda Volker, who was in attendance. He also recognized former Commission Legislative Administrator Chris Hixson in the audience. Chairman Skillern stated that a retirement reception would be held for Ms. Hixson at 11:00 AM in the adjacent conference room.

RESOLUTION NO. 214-22A A RESOLUTION ACCEPTING THE BID OF DELL MARKETING, LP FOR KACE VIRTUAL APPLIANCES AMOUNTING TO \$94,043.31 FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-22A. He reported that this Resolution had been deferred at the February 19 Regular Meeting in order to collect additional information about this item. He stated that he had been advised by Information Technology Services Director Brian Turner that this Resolution would cover the County for a five-year time period. All other questions had been thoroughly answered by Mr. Turner before today's meeting.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 214-22A. 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 Bankston, "Aye"; Commissioner Beck, "Aye";

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Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 214-21 A RESOLUTION ACCEPTING THE PROPOSAL OF APPLIED TECHNOLOGY PARTNERS TN, LLC FOR LIDAR EQUIPMENT FOR THE HAMILTON COUNTY SHERIFF'S OFFICE TO BE USED FOR THE PURPOSE OF SPEED REDUCTION OVER POSTED SPEED LIMITS IN THE HAMILTON COUNTY AREA AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Henry reported that he was on the prevailing side of Resolution No. 214-21, which was adopted at the February 19, 2014 Regular Meeting and made the following motion.

ON MOTION of Commissioner Henry, seconded by Commissioner Haynes, to reconsider Resolution No. 214-21. The motion was not voted on at this time.

Commissioner Fields reported that he had been contacted by numerous constituents in his district regarding this matter, although not all had expressed opposition. He stated that many of the issues raised by the public had been discussed

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thoroughly during the initial discussion at the Wednesday, February 19 Regular Meeting. He noted an issue that had not been discussed was that by physically stopping a speeding vehicle, a police officer would have the opportunity to witness other crimes or violations potentially being committed.

Commissioner Beck stated that the use of lidar equipment for speed reduction would increase officer safety. He also pointed out that those violating a speed law would potentially receive a smaller fee as a result of lidar use and their insurance would not be affected. He shared his opinion that lidar use was a better way to give a firm warning without such a stern penalty to county citizens.

Commissioner Henry provided additional details regarding his desire that this Resolution be reconsidered. He emphasized that it was his thorough review of this matter after last week's Commission meeting had changed his opinion.

Commissioner Boyd expressed his view that a \$50 fine with no effect on the vehicle owner's insurance would do less to deter someone from speeding than conventional means. He shared various other concerns regarding use of lidar equipment in the County.

There was additional discussion shared by members of the Commission regarding speeding and safety in the community.

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The foregoing motion to reconsider Resolution No. 214-21 was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Nay"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

Clerk Knowles suggested that the Resolution be assigned the new number 214-21A in order to be reconsidered. Chairman Skillern indicated his approval.

RESOLUTION NO. 214-21A A RESOLUTION ACCEPTING THE PROPOSAL OF APPLIED TECHNOLOGY PARTNERS TN, LLC FOR LIDAR EQUIPMENT FOR THE HAMILTON COUNTY SHERIFF'S OFFICE TO BE USED FOR THE PURPOSE OF SPEED REDUCTION OVER POSTED SPEED LIMITS IN THE HAMILTON COUNTY AREA AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Bankston, seconded by Commissioner Henry, to deny Resolution No. 214-21A.

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Chairman Skillern reiterated that an “Aye” vote would be to deny the Resolution.

The foregoing motion to deny Resolution No. 214-21A was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Nay”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 1.

Chairman Skillern wanted the record to show that proper advertisement had been made regarding this matter, it was not a new issue, and that members of the Commission had been made aware months ago of its approaching consideration.

BASE PERSONNEL ITEM COUNTY CLERK’S OFFICE

Attorney Taylor submitted as a matter of record a letter indicating he had reviewed and approved revisions to Base Personnel Policies Offices authorized in Chapter No. 361, Public Acts, 1997, TCA 5-23-101.(Requiring Constitutional offices to adopt personnel policies in following four areas: leave, wage and hour, anti-discrimination and drug testing. Policies and amendments are to be reviewed by Attorney and filed in county legislative body minutes).

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There being no further business, Chairman Skillern declared the meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
FEBRUARY 26, 2014**

COMMITTEE ASSIGNMENTS

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

- Resolution No. 314-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- A Criminal Court Clerk Report for the month of January 2014 would be submitted as a matter of record.
- A Quarterly Fee Office Report would be submitted as a matter of record.
- A Trustee Excess Fee Report for the month of January 2014 would be submitted for the record.
- A Trustee Monthly Report for the month of January 2014 would be submitted for the record.
- Resolution No. 314-2 assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 314-3 and 314-4 assigned to the Roads Committee, chaired by Commissioner Bankston.
- Resolutions No. 314-5 through 314-13 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 314-14 were to be heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 314-14

Chairman Skillern stated Resolution No. 314-14 would be heard as a Committee of the Whole. He reported that this was an annual item proclaiming the month of March 2014 as Myeloma Awareness Month. There were no questions or comments by members of the Commission.

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ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Graham spoke regarding the upcoming General Election in August. He announced that the Lookout Valley Neighborhood Association would be hosting a forum on Thursday, March 6 and Thursday, April 3 for various candidates running for offices that affect District 6. These forums would be held in the auditorium at the John A. Patten Center. He invited everyone interested to attend.

Commissioner Boyd reported that the Neighborhood Watch community of East Ridge would be hosting a crime deterrence forum on Thursday, March 6 at 6:30 PM in the East Ridge Community Center. He invited anyone living in District 8 or the surrounding community to attend this event.

Attorney Taylor asked that members of the Commission meet with him in the adjacent conference room immediately following adjournment of today's meeting to discuss a brief legal matter.

Chairman Skillern made comments regarding Resolution No. 214-21A, which had been considered during today's Recessed Meeting. He noted that he had served

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years ago on the School Board during a time when the school system taught driver's education. Because of changes in the law of liability, insurance became too costly for the school system, and driver's education was discontinued. He noted that another reason for the discontinuance was that local auto dealerships determined it was no longer economically advantageous to donate cars to the education program after certain tax laws changed.

Commissioner Mackey announced that he had finally been able to schedule a joint meeting between the Education Committee of the Board of Commissioners and members of the School Board. He announced the meeting for Thursday, February 27 at 3:00 PM at the School Board offices. He invited members of the Commission to attend and assured Chairman Skillern that he would report back to the Commission regarding the meeting.

DELEGATIONS

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

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

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Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 5, 2014**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) March 5, 2014

BE IT REMEMBERED, that on this 5th day of March, 2014, 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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.

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Reverend David C. Brown, Pilgrim Congregational Church, gave the invocation. Commissioner Mackey gave the invocation and led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Henry, that the minutes of the Regular Meeting of February 19, 2014, 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 314-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

Chairman Skillern asked for a motion.

ON MOTION of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 314-1. The foregoing Resolution was unanimously adopted on a

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Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolution No. 314-14 be considered at this time.

**RESOLUTION NO. 314-14 A RESOLUTION PROCLAIMING THE MONTH OF
MARCH 2014 AS MYELOMA AWARENESS MONTH.**

Chairman Skillern noted that Resolution No. 314-14 had been heard by a Committee of the Whole.

ON MOTION of Commissioner Henry, seconded by Commissioner Bankston, to adopt Resolutions No. 314-14. The motion was not voted on at this time.

Chairman Skillern welcomed Assessor of Property Bennett and Linda Huguelet, leader of the Chattanooga Multiple Myeloma Networking Group.

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Ms. Huguelet, also a multiple myeloma survivor thanked the Commission for show of support for myeloma awareness. She provided additional details regarding the illness noting that early detection is crucial for prognosis and therapy.

Assessor Bennett spoke regarding his diagnosis of multiple myeloma in 2008, his treatment in a special medical center in Tampa Florida, and the recovery process that followed. He stated that because of the medication, help, and prayers he received during that time, he was fortunate to be a survivor.

The previous motion by Commissioner Henry, seconded by Commissioner Bankston, to adopt Resolution No. 314-14 was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

CRIMINAL COURT CLERK REPORT

The Criminal Court Clerk reports for the month of January 2014 was submitted and made a matter of record.

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TRUSTEE'S EXCESS FEE REPORT

The Trustee's excess fee report for January 2014 was submitted and made a matter of record.

TRUSTEE'S MONTHLY REPORT

The Trustee's monthly report for January 2014 was submitted and made a matter of record.

**RESOLUTION NO. 314-2 A RESOLUTION ACCEPTING THE BIDS OF ACME
SUPPLY COMPANY, LTD, BOB BARKER COMPANY, INC., CHARM-TEX, HD, INC.
DBA PACIFIC CONCEPTS, HORIZON PRODUCTS, ICS JAIL SUPPLIES, INC., O.D.
TARAGIN & BROTHERS, LLC, ROBINSON TEXTILES, INC., AND UNIFORM
MANUFACTURING, INC., FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING
MARCH 21, 2014 THROUGH MARCH 20, 2015, FOR CLOTHING AND
MISCELLANEOUS ITEMS FOR THE SHERIFF'S DEPARTMENT AND
AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY
TO IMPLEMENT THIS RESOLUTION.**

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Commissioner Graham provided details regarding Resolution No. 314-2 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 314-2. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 314-3 and 314-4, be considered together at this time.

RESOLUTION NO. 314-3 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: CHIRPING ROAD, PAMPER LANE AND BOOTH BAY DRIVE AS EXTENDED.

RESOLUTION NO. 314-4 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT

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**ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: UNION STABLES
TRAIL AND WAGON LANE.**

Commissioner Bankston provided details regarding Resolutions No. 314-3 and 314-4 stated that the Roads Committee reviewed and recommended approval.

ON MOTION of Commissioner Bankston, seconded by Commissioner Fields, to adopt Resolutions No. 314-3 and 314-4. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 314-5 through 314-9, be considered together at this time.

RESOLUTION NO. 314-5 A RESOLUTION ACCEPTING THE BID OF 84 LUMBER COMPANY FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2014 THROUGH SEPTEMBER 6, 2014, FOR BAGGED PORTLAND CEMENT FOR

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THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 314-6 A RESOLUTION ACCEPTING THE BIDS OF MARTIN MARIETTA MATERIALS, VULCAN CONSTRUCTION MATERIALS, DUNLAP STONE, INC., APAC PAVING, INC. DBA MIDSOUTH AGGREGATES, AND SEQUATCHIE CONCRETE SERVICE, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2014 THROUGH SEPTEMBER 6, 2014, FOR CRUSHED STONE AND SAND FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING

RESOLUTION NO. 314-7 A RESOLUTION ACCEPTING THE BIDS OF SOUTHEASTERN MATERIALS, INC., HUDSON MATERIALS COMPANY, DUNLAP STONE, INC. AND HIWASSEE PAVING, LLC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2014 THROUGH SEPTEMBER 6, 2014, FOR ASPHALT ROAD MATERIALS AND AUTHORIZING THE COUNTY

RESOLUTION NO. 314-8 A RESOLUTION ACCEPTING THE BIDS OF SEQUATCHIE CONCRETE SERVICE, INC., TNT CONCRETE, LLC AND LAMBERT CONCRETE FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2014 THROUGH SEPTEMBER 6, 2014, FOR READY MIX CONCRETE FOR THE

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HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 314-9 A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEERED SOLUTIONS, LLC, SHERMAN DIXIE CONCRETE INDUSTRIES, INC. AND SUPERIOR DRAINAGE PRODUCTS, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2014 THROUGH SEPTEMBER 6, 2014, FOR CONCRETE AND METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham provided details regarding Resolutions No. 314-5 through 314-9 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolutions No. 314-5 through 314-9. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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RESOLUTION NO. 314-10 A RESOLUTION ACCEPTING THE BID OF BROOKER FORD, INC. FOR TWO (2) 4X4 UTILITY VEHICLES AMOUNTING TO \$62,930.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham provided details regarding Resolution No. 314-10 and stated that the Finance Committee reviewed and recommended approval. He noted that he would not be voting for the Resolution but would move the Committee's recommendation.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 314-10. The motion was not voted on at this time.

Emergency Medical Services Chief Ken Wilkerson and Mayor Coppinger addressed Commission Graham's concerns. Both acknowledged that the two proposed 4x4 utility vehicles were costly and lacked fuel efficiency. The 4x4 vehicles are needed to facilitate emergency medical care in rough terrain. The vehicles would be able to navigate terrains in which an ambulance could not.

Mayor Coppinger reminded the Commission that the vehicles are a necessity which will allow EMS to better serve Hamilton County's citizens. He urged the

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Commission to approve Resolution No. 314-10 unanimously. He also reassured Commissioners Mackey and Graham that if departments within Hamilton County Government can share equipment, it would be done.

Commissioner Graham announced that after hearing more detailed explanation he would vote to approve the Resolution.

The previous motion by Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 314-10 was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 314-11 A RESOLUTION FOR THE HAMILTON COUNTY
S.T.A.R.S. TO SELL A 1993 F350 FORD AMBULANCE WHICH IS CO-TITLED WITH
THE HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY
MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

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Commissioner Graham provided details regarding Resolution No. 314-11 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 314-11. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 314-12 and 314-13, be considered together at this time.

RESOLUTION NO. 314-12 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JANUARY 1, 2014 THROUGH JANUARY 31, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 314-13 A RESOLUTION TO ACCEPT THE PROPOSAL OF MAULDIN AND JENKINS, CPA FOR THE PERFORMANCE OF A FINANCIAL AND

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COMPLIANCE AUDIT OF COUNTY GOVERNMENT, COUNTY CONSTITUTIONAL OFFICES AND COUNTY SCHOOL ACTIVITY FUNDS AND TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE ANNUAL CONTRACTS AND MAKE PAYMENT FOR SAID AUDIT.

Commissioner Graham provided details regarding Resolutions No. 314-12 and 314-13 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolutions No. 314-12 and 314-13. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 5, 2014**

Commissioner Haynes, Chairman of the Securities and Corrections Committee, announced that the Judicial Commissioner appointment process would begin for new appointments. Applications would be accepted in the Commission office from 8:00 AM to 4:00 PM beginning Monday, March 10, 2014 and continuing through Monday, March 17. Public interviews for candidates would be conducted in the Commission Room Tuesday, March 25.

Chairman Skillern asked Commissioner Haynes and the Securities and Corrections Committee to consider making the Judicial Commissioner appointment process more streamlined. If it were determined that it were the desire that the current Judicial Commissioners continue to serve in the same capacity, an interview process of new candidates would be unnecessary.

In response to Chairman Skillern's suggestion, Commissioner Haynes announced the Securities and Corrections Committee would meet regarding this matter after next week's Agenda Session on Wednesday, March 12, 2014. Attorney Taylor confirmed that he would attend this meeting.

Upon questioning by Commissioner Haynes, County Clerk Knowles confirmed that all weekly legal notices state that the Board of Commissioners Committees may meet prior to and/or immediately following their scheduled meetings.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 5, 2014**

Commissioner Mackey, Chairman of the Education Committee, gave a report regarding the joint meeting between the School Board and the Education Committee held on Thursday, February 27, 2014. He discussed topics covered in the meeting which included a presented list of needed school construction projects, funding issues, and priority order for the projects. For clarification regarding funding issues, he clarified that it was not the intent of the County Commission to increase property taxes. He reported that the School Board approved the list of school construction projects and that he looks forward to further discussions with them.

Commissioner Graham announced that the Lookout Valley Neighborhood Association is holding a District 6 Candidates Forum at the John A. Patten Center Auditorium on Thursday, March 6, 2014 at 7 pm.

Commissioner Boyd announced that the East Ridge Neighborhood Watch would be hosting a city wide meeting Thursday, March 7 at 6:30 PM. The meeting will take place in the gymnasium at the East Ridge Community Center.

Mayor Coppinger announced that he attended last week's Education Committee with the School Board meeting. He reported that School Board Superintendent Rick Smith will be addressing the Commission at next week's Agenda meeting regarding the list of school construction projects and their sources of funding.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 5, 2014**

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning.

Rick Carpenter, a resident at 3119 Chicalilly Drive, who had previously addressed the Commission relating to a problem with WWTa, approached the podium to discuss a recent news report that he had been rude to the Commission in previous delegations. He apologized for his behavior if this had been the case. He thanked the Commission for taking the time to hear his concerns.

There being no further business, Chairman Skillern declared the meeting in recess until Wednesday, March 12, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

<hr/>	<u>WJK</u>
Date	Clerk's Initials



Hamilton County Board of Commissioners RESOLUTION

No. 314-15

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATH OF DEPUTY SHERIFF.

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 **OATH OF DEPUTY SHERIFF** have taken the oath of office; and

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 to be submitted to the Secretary of State; and
2. That the persons named on the listing labeled **OATH OF DEPUTY SHERIFF** are accepted and the oaths therefor are approved as taken; and
3. That each such person named on any listing hereinabove mentioned (which listing is 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 PASSAGE.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 19, 2014

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MARCH 19, 2014

NAME	RESIDENCE	BUSINESS
Connie Alissandrello	5801 Paradise Cay Lane Harrison, TN 37341 423-580-3323	East Tennessee Specialty Builders PO BOX 515 Harrison, TN 37341 423-954-3264
John R. Anderson	100 Hampton Road Signal Mtn., TN 37377 423-886-1353	Grant. Konvalinka & Harrison, P.C. 633 Chestnut Street, Ste. 900 Chattanooga, TN 37450 423-756-8400
Leanne Benson	122 Covy Ct NE Cleveland, TN 37312 423-479-5827	SouthEast Eye Specialists 7268 Jarnigan Rd., Ste. 200 Chattanooga, TN 37421 423-508-7337
Robin E. Blevins	6804 Bent Pine Lane Harrison, TN 37341 423-344-6398	McKee Foods Corporation PO BOX 750 Collegedale, TN 37315 423-238-7111
Denise Botts	1704 East 12th Street Chattanooga, TN 37404 N/A	State of TN Dept. of Human Svs. 5600 Brainerd Rd., Ste. G-24 Chattanooga, TN 37411 615-743-2000
Yanetta Y. Bowman	5822 Bunch Street Chattanooga, TN 37421 423-385-9008	Grand Finale Events & Décor Same Same Same
Pamela K. Brewer	619 Hidden Oaks Drive Flintstone, GA 30725 706-820-2633	Erlanger Health Systems 975 East Third Street Chattanooga, TN 37403 423-778-6262
Sarah Anne Brewer	20 Mason Drive, Apt. 1120 Red Bank, TN 37415 770-342-9455	Chattanooga Public Library 1001 Broad Street Chattanooga, TN 37402 423-757-5310
Trudi L. Burner	PO BOX 1064 Trenton, GA 30752 423-653-3537	Dreaden & Cox 735 Broad Street Chattanooga, TN 37402 423-634-8000
Kendra Cameron	5720 Dogwood Drive Harrison, TN 37341 423-902-1064	East Tennessee Specialty Builders, LLC. 6239 Airpack Drive Chattanooga, TN 37421 423-954-3264

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MARCH 19, 2014**

NAME	RESIDENCE	BUSINESS
Cheryl M. Cate	1372 O'Sage Drive Soddy Daisy, TN 37379 423-903-8361	Arvin H. Reingold, P.C. 1010 Market Street, Ste. 401 Chattanooga, TN 37402 423-756-3452
Laurel A. Caylor	10725 Thatcher Crest Drive Soddy Daisy, TN 37379 423-505-3777	Chattanooga Kidney Center, LLC. 3810 Brainerd Rd. Chattanooga, TN 37411 423-486-9510
Paula Clark	6306 Bearden Lane Birchwood, TN 37308 423-834-5798	ADM/Southern Cellulose 103 W. 45th Street Chattanooga, TN 37410 423-308-3137
Cheri Conner	776 Mauldeth Rd. Chattanooga, TN 37415 423-313-7544	Amerital Communications 2101 Chestnut Street Chattanooga, TN 37408 423-499-4392
Jon L. Cook	522 River Street Chattanooga, TN 37405 770-315-6592	Scenic City Legal Group 4071 S. Access Rd., Ste. 105 Chattanooga, TN 37406 423-475-8333
Gail W. Cunningham	3208 Crestfield Drive Chattanooga, TN 37411 423-624-5418	Krystal Co. 1455 Lincoln Parkway Dunwoody, GA 30346 770-351-4618
Richard Dahlke	6423 Millstream Drive Harrison, TN 37341 423-344-5174	Retired N/A N/A N/A
Sharon Daniel	1920 Gunbarrel Rd. #1615 Chattanooga, TN 37421 216-544-4582	Law Office of W. Thomas Bible 6918 Shallowford Rd., Ste. 100 Chattanooga, TN 37421 423-424-3116
Grace E. Daniell	2967 Folts Circle Chattanooga, TN 37415 N/A	Self Employed 620 Lindsay St., Ste. 210 Chattanooga, TN 37403 423-266-3179
Holli Davis	9122 Integra Hills Lane, Apt. 246 Ooltewah, TN 37363 423-762-1468	Frost Cutlery Company, LLC. 6861 Mountain View Rd. Ooltewah, TN 37363 423-894-6079

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MARCH 19, 2014**

NAME	RESIDENCE	BUSINESS
Patti H. Dennis	3935 W. Road Signal Mtn., TN 37377 423-886-1685	Diagnostic Cardiology Group 2341 McCallie Ave., Plaza 111, Ste. 200 Chattanooga, TN 37404 423-308-4460
Larry G. Deweese	9802 Berry Meadow Way Soddy Daisy, TN 37379 423-443-6044	Murray Guard, Inc. 6252 Ringgold Rd. East Ridge, TN 37412 423-892-4308
Laurie J. Dorn	2121 Peterson Drive Chattanooga, TN 37421 423-503-6718	Billingsley Architecture 633 Chestnut Street, #800 Chattanooga, TN 37450 423-752-0030
Amy L. Durham	1093 A Eldredge Drive NW Cleveland, TN 37312 423-715-0179	Henderson & Gouger, PLLC. 871 McCallie Avenue Chattanooga, TN 37403 423-752-2666
Amanda J. Farnsworth	1024 Trojan View Drive Soddy Daisy, TN 37379 423-667-2807	SunTrust 736 Market St., PWM 1st Floor Chattanooga, TN 37402 423-757-3217
Jason A. Fisher	925 Ridgeway Ave., Apt. A Signal Mtn., TN 37377 423-760-5264	Self Employed PO BOX 4042 Chattanooga, TN 37405 423-760-5264
Lebron Flanagan	5505 Post Avenue Chattanooga, TN 37409 423-825-0578	All Aboard USA 2728 Kanasia Drive Hixson, TN 37343 N/A
Mary E. Fuller	4908 Mountain Creek Road Chattanooga, TN 37415 423-624-4111	Kleenco Construction of TN, Inc. 1229 Latta Street Chattanooga, TN 37406 423-624-4111
Connie Goss	2209 Sargent Daly Drive Chattanooga, TN 37421 423-602-1245	Ryan A. Sharpe State Farm 6550 Old Dayton Pike, Ste. 100 Hixson, TN 37343 423-843-0302
Cathy Graf	4167 Downing Lane Ooltewah, TN 37363 423-488-9193	Don Self State Farm 9421 Apison Pike #137 Ooltewah, TN 37363 423-396-2126

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MARCH 19, 2014**

NAME	RESIDENCE	BUSINESS
Earline K. Green	271 Kelsey Drive Rossville, GA 30741 423-322-5439	Sam's Club 6101 Lee Hwy. Chattanooga, TN 37421 423-954-1746
Carla D. Grider	7115 Condra Drive Harrison, TN 37341 423-834-6793	Austin Bldg. Corp. 243 Signal Mtn. Rd., Ste. A Chattanooga, TN 37405 423-266-7708
Faith Henderson	4609 Coloniell Drive Chattanooga, TN 37411 423-298-5488	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Tammy Horne	1134 McBrien Rd. East Ridge, TN 37412 423-838-6684	BCBS of TN 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-4455
Lakeshia Hyatte	4364 Arbor Lane Chattanooga, TN 37416 423-883-5680	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Regina Ingram	1398 Harris Creek Rd. McDonald, TN 37353 423-595-4848	Cornerstone Auto Brokers, LLC. 6801 Shallowford Rd. Chattanooga, TN 37421 423-892-9600
Donna Johnston	1842 Snoopy Lane Hixson, TN 37343 423-309-0214	Auto Zone 1007 Ashland Terrace, #104A Chattanooga, TN 37415 423-870-8801
Peggy D. Kenner	1345 Gunbarrel Rd. Chattanooga, TN 37421 423-855-3977	Hubbuck Glass Co., Inc. 1855 Central Ave. Chattanooga, TN 37408 423-267-1179
M Loftin	5726 Crestview Drive Hixson, TN 37343 423-994-3741	Hamilton County WWTA 1250 Market Street #1006 Chattanooga, TN 37402 423-209-7842
Char M. Lunsford	210 Cliftview Drive, Unit. B Chattanooga, TN 37415 731-697-6910	America's Car Mart, Inc. 4517 Hixson Pike Hixson, TN 37343 731-422-4545

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MARCH 19, 2014**

NAME	RESIDENCE	BUSINESS
Shannon McDonald	300 W. Midvale Ave., Apt. 36 Chattanooga, TN 37405 N/A	Hamilton County WWTA 1250 Market Street Chattanooga, TN 37402 423-209-7842
Stacy G. McKinney	6014 Parsons Pond Drive Ooltewah, TN 37363 423-443-7395	Signal Mtn. Presbyterian Church 612 James Blvd. Signal Mtn., TN 37377 423-886-2190
Carla Meeks	1629 North Chester Rd. Hixson, TN 37343 423-240-4858	Diagnostic Cardiology Group 2341 McCallie Ave., Plaza 3, Ste. 200 Chattanooga, TN 37404 423-629-4106
Tracy Miller	326 Yorkshire Lane Chattanooga, TN 37415 423-421-8636	Boyd Buchanan School 4650 Buccaneer Trail Chattanooga, TN 37411 423-624-9063
Anna L. Mitchell	4903 Greenview Drive Chattanooga, TN 37411 423-899-2136	Retired N/A N/A N/A
Vernell H. Mobley	4009 Creekwood Terrace Chattanooga, TN 37421 423-892-5563	CBL 2030 Hamilton Place Blvd. Chattanooga, TN 37421 423-553-8797
Asia A. Morgan	7730 Hansley Drive Chattanooga, TN 37416 423-774-4104	N/A N/A N/A N/A
Brandy Nichols	171 Parks Rd. SW McDonald, TN 37353 423-790-1431	Cash Express 7431 East Brainerd Rd. Chattanooga, TN 37421 423-899-6808
Jeff Page	767 Wildrose Lane Chattanooga, TN 37419 423-475-5366	Commercial Drywall & Framing, LLC. 332 Browns Ferry Road Chattanooga, TN 37419 423-825-7105
Vickey L. Petrikas	205 Canary Circle Ringgold, GA 30736 706-935-6213	Pointe General Contractors 1200 Premier Drive, Ste. 230 Chattanooga, TN 37421 423-755-0845

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MARCH 19, 2014**

NAME	RESIDENCE	BUSINESS
Peggy J. Pope	7730 Hansley Drive Chattanooga, TN 37416 423-774-4104	N/A N/A N/A N/A
Roger J. Redmond	7128 Wolftever Landing Dr. Harrison, TN 37341 423-326-1377	SEI, Inc. 5811 Lee Hwy., Ste. 403 Chattanooga, TN 37421 423-490-0022
Mary B. Reilly	7465 Twin Brook Drive Chattanooga, TN 37421 423-892-6262	Regions Bank - Trust Dept. 601 Market Street, 2nd Floor Chattanooga, TN 37402 423-752-1530
Arvin H. Reingold	802 Mt. Belvoir Drive Chattanooga, TN 37412 423-624-3713	Self Employed 1010 Market Street Chattanooga, TN 37402 423-756-3452
Frances B. Rice	4301 Evergreen Drive Chattanooga, TN 37411 423-698-3743	The Honors Course 9601 Lee Highway Ooltewah, TN 37363 423-238-9145
Tiffany Salmon	6943 Neville Drive Ooltewah, TN 37363 615-483-6767	Mobile Images 6111 Heritage Park Drive, Ste. A400 Chattanooga, TN 37416 423-892-9729
Ryan C. Sandidge	1502 Duncan Avenue Chattanooga, TN 37404 678-760-4590	Bank of America 2126 Gunbarrel Rd. Chattanooga, TN 37421 423-424-1465
Ryan A. Sharpe	809 Magnolia Street Chattanooga, TN 37403 423-619-5033	Self Employed 6550 Old Dayton Pike Hixson, TN 37343 423-843-0302
Laurehn D. Shelton	2035 Rolling Brook Drive Cleveland, TN 37323 321-482-3365	Suntrust Bank 7001 Lee Hwy. Chattanooga, TN 37421 423-892-2433
Tamera F. Short	9815 Birchwood Pike Harrison, TN 37341 423-344-2233	Ryan Sharpe State Farm 6550 Old Dayton Pike Hixson, TN 37343 423-843-0302

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MARCH 19, 2014

NAME	RESIDENCE	BUSINESS
Andrea Smith	357 Co. Rd. 849 Etowah, TN 37331 423-506-7125	Securitas Security Services 6111 Heritage Park Drive, Ste. B200 Chattanooga, TN 37416 423-894-5248
Janet Spohn	550 N. Crest Ct. Chattanooga, TN 37404 423-622-8389	Stower Machinery Corporation 4066 S. Access Rd. Chattanooga, TN 37406 423-698-6943
Cathy Stephenson	805 Castleview Drive Ringgold, GA 30736 423-991-7977	Vaughn Orthopedic & Spine Center 935 Spring Creek Rd., Ste. 200 Chattanooga, TN 37412 423-664-4787
Alan Strubinger	307 Ramona Street Chattanooga, TN 37405 423-413-8464	Self Employed Same Same Same
K. M. Verone	4131 Harbor Hills Road Chattanooga, TN 37416 702-445-0150	Talley Construction Co., Inc. 1751 McFarland Ave. Rossville, GA 30741 706-866-0596
Cara Williams	7000 Pinebrook Drive Harrison, TN 37341 423-582-8256	Erlanger Health Systems 979 E. 3rd Street Chattanooga, TN 37403 423-778-3977
Samuel Williams	110 Glendale Drive Chattanooga, TN 37405 423-870-9558	Scenic City Glass, Inc. 440 Dodds Ave. Chattanooga, TN 37407 423-867-0002
Aaron Xavier Woolford	2657 Lenox Rd. NE, Unit #76 Atlanta, GA 30324 404-500-2128	Assurance First Title Services 633 Chestnut Street Chattanooga, TN 37450 423-800-5998

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
MARCH 19, 2014**

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>
David H. Myrick	February 25, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

I, David H. Myrick, 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
27th day of February, 2014.

By [Signature]
[Signature]

[Signature]
David H. Myrick

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 10, 2014.

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 28th day of February, 2014.

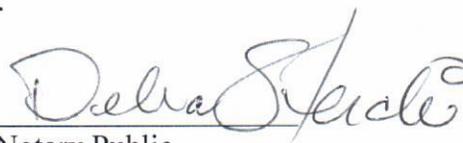

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 28th day of February, 2014 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 28th day of February, 2014.

My Commission Expires
2-18-15


Notary Public



**OFFICE OF JUVENILE COURT CLERK
HAMILTON COUNTY, TENNESSEE
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: December 2013

SOURCE: IFAS GL2031 Report

	Month of December 2013			
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	Totals - Fiscal YTD
Revenues				
Fines and Court Costs	\$ 5,625.25	\$ 715.00	\$ 6,340.25	\$ 47,743.00
Fees and Commissions	83.00	15,551.18	15,634.18	149,726.65
Interest	242.56		242.56	1,190.46
Miscellaneous	379.20	225.10	604.30	4,558.40
Data Processing Fees		628.00	628.00	7,094.00
Courtroom Security Fees	58.00		58.00	391.00
Other - Adjustments			-	(50,967.33)
Total Revenue	<u>6,388.01</u>	<u>17,119.28</u>	<u>23,507.29</u>	<u>159,736.18</u>
Expenditures				
Salaries	78,598.24	52,576.26	131,174.50	719,163.66
Employee Benefits	38,553.47	28,314.73	66,868.20	404,731.87
Other Operating Expenditures	3,313.74	3,297.75	6,611.49	48,712.28
Other - Adjustments			-	(111,779.48)
Total Expenditures	<u>120,465.45</u>	<u>84,188.74</u>	<u>204,654.19</u>	<u>1,060,828.33</u>
Revenues over (under) Expenditures	(114,077.44)	(67,069.46)	(181,146.90)	(901,092.15)
Appropriation from Hamilton County	167,491.08		167,491.08	1,004,946.48
Net Change in Fund Balance	<u>\$ 53,413.64</u>	<u>\$ (67,069.46)</u>	<u>(13,655.82)</u>	<u>103,854.33</u>
Fund Balance at the Beginning of the Period			<u>587,175.76</u>	<u>469,665.61</u>
Fund Balance at the End of the Period			<u>\$573,519.94</u>	<u>\$ 573,519.94</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for December 2012.





Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 6th day of March 2014



Notary Public

My Commission Expires: 2/25/17

**OFFICE OF JUVENILE COURT CLERK
HAMILTON COUNTY, TENNESSEE
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: January 2014

SOURCE: IFAS GL2031 Report

	Month of January 2014		Totals for Month	Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division		
Revenues				
Fines and Court Costs	\$ 5,769.00	\$ 1,168.50	\$ 6,937.50	\$ 54,680.50
Fees and Commissions	862.05	18,492.11	19,354.16	169,080.81
Interest	198.37		198.37	1,388.83
Miscellaneous	299.90	280.00	579.90	5,138.30
Data Processing Fees		846.00	846.00	7,940.00
Courtroom Security Fees	57.00		57.00	448.00
Other - Adjustments			-	(50,967.33)
Total Revenue	<u>7,186.32</u>	<u>20,786.61</u>	<u>27,972.93</u>	<u>187,709.11</u>
Expenditures				
Salaries	91,815.18	64,588.82	156,404.00	875,567.66
Employee Benefits	56,569.74	41,952.17	98,521.91	503,253.78
Other Operating Expenditures	2,287.09	4,641.60	6,928.69	55,640.97
Other - Adjustments			-	(111,779.48)
Total Expenditures	<u>150,672.01</u>	<u>111,182.59</u>	<u>261,854.60</u>	<u>1,322,682.93</u>
Revenues over (under) Expenditures	(143,485.69)	(90,395.98)	(233,881.67)	(1,134,973.82)
Appropriation from Hamilton County	167,491.08		167,491.08	1,172,437.56
Net Change in Fund Balance	<u>\$ 24,005.39</u>	<u>\$ (90,395.98)</u>	(66,390.59)	37,463.74
Fund Balance at the Beginning of the Period			<u>573,519.94</u>	<u>469,665.61</u>
Fund Balance at the End of the Period			<u>\$ 507,129.35</u>	<u>\$ 507,129.35</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for January 2013.



Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 6th day of March 2014

Notary Public

My Commission Expires: 2-25-17

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Hamilton County, Tennessee
 Address: 117 East 17th Street, 5th Floor
Chattanooga, Tennessee 37402
 Debt Issue Name: General Obligation Bond Anticipation Note, Series 2013-1
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 5,000,000.00
 Premium/Discount: \$ 0.00

3. Interest Cost: 0.3550 % Tax-exempt Taxable
 TIC NIC
 Variable: Index SIFMA plus 33 basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>14.00</u> %	<u>general governmental projects</u>
<input checked="" type="checkbox"/> Education	<u>86.00</u> %	<u>school facilities</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 02/14/2014 Issue/Closing Date: 02/14/2014

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other <u>Line of Credit Bank</u>	<u>\$244,750</u>	<u>U.S. Bank National Association</u>

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due 270 days after end of each fiscal year

Name and title of person responsible for compliance Louis Wright, Administrator of Finance

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/01/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 03/12/2014 and presented at public meeting held on 03/19/2014

Copy to Director to OSLF: on 03/19/2014 either by:

Mail to: 505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Jim M. Coppinger</u>	<u>Thomas P. Lauth</u>
Title	<u>Jim M. Coppinger, County Mayor</u>	<u>Thomas P. Lauth, Partner</u>
Firm	_____	<u>McKenna Long & Aldridge LLP</u>
Email	<u>jcoppinger@hamiltontn.gov</u>	<u>tlauth@mckennalong.com</u>
Date	<u>02/14/2014</u>	<u>02/14/2014</u>

Hamilton County, Tennessee
Summary of Cumulative Principal Redemption
Fiscal Year 2014 and Forward
Schedule Prepared as of 2/14/2014

Period Ending	Year	Cumulative Principal Redeemed	% of Total
2/14/2014		10,105,000	3.73%
6/30/2014	1	26,659,211	9.83%
6/30/2018	5	121,565,485	44.83%
6/30/2023	10	219,990,485	81.13%
6/30/2028	15	269,680,485	99.45%
6/30/2033	20	271,160,485	100.00%



Hamilton County Board of Commissioners RESOLUTION

No. 314-16

A RESOLUTION FOR THE MOWBRAY VOLUNTEER FIRE DEPARTMENT TO SELL A 1986 FORD ECONOLINE 250 VAN WHICH IS CO-TITLED WITH THE HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, A 1986 FORD ECONOLINE VAN TAG NUMBER GK-9059 VIN # 1FTGS24H46HB2837 WITH SAID MILEAGE OF 155,000 AND,

WHEREAS, THE MOWBRAY VOLUNTEER FIRE DEPARTMENT DESIRE THAT SAID VEHICLE BE SOLD AND,

WHEREAS, IN THE AMOUNT CONSIDERED ECONOMICALLY FAIR AND,

WHEREAS, THAT SAID MONIES FROM THE SALE OF THE VEHICLE BE UTILIZED TO PURCHASE FUTURE FIRE FIGHTING EQUIPMENT;

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

- (1) That Hamilton County's interest in said vehicle be terminated by sale in an "as is" condition; and,
- (2) That if sold by the Mowbray Volunteer Fire Department, said vehicle be sold in a commercially reasonable manner and the proceeds applied to the future purchase of fire fighting equipment by and for the Mowbray Volunteer Fire Department.

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 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 314-17

A RESOLUTION ACCEPTING THE BID OF SOUTHEAST FLOORS, LLC FOR CARPET AND INSTALLATION AMOUNTING TO \$26,821.00 FOR THE MAINTENANCE 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 carpet and installation for the Maintenance Department; and,

WHEREAS, the bid from Southeast Floors, LLC amounting to \$26,821.00 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

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

That the bid of Southeast Floors, LLC for carpet and installation amounting to \$26,821.00 for the Maintenance 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 19, 2014

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for carpet and installation for the Hamilton County Maintenance Department. Bid pricing must include shipping/delivery to the job site and installation. Bidder must contact Mr. Max Lowe, at 423-413-9132 to make an appointment to field measure the area. Vendor must show proof of insurance before award of the bid (see requirements below).

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, 2014** 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#0214-102: Carpet & Installation". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. 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 must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0214-102 Carpet & Installation	Bid #0214-102 Carpet & Installation
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

Bid#0214-102 Carpet & Installation
Hamilton County, Tennessee

- a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
- a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

DETAILED BID SPECIFICATIONS FOR CARPET AND INSTALLATION:

Carpet:

Invision J&J Flooring Group
Style: Sidestreet Modular (7012)
Color: 1523 Tin Pan Alley
Size: 24"X 24"
Backing: Nexus Modular

Installation Methods:

Monolithic - Hallways
Quarter Turn - Offices

Rubber Wall Base:

Brand: Burke Flooring
6" Rubber Base
Color: 597 Mocha

Items found in this section are mandatory requirements:

VENDOR MUST:

- CALL THE CONTACT PERSON LISTED TO VIEW PROJECT – **DO NOT SHOW UP WITHOUT AN APPOINTMENT.**
- FIELD MEASURE AREA
- WORK TO BE PERFORMED DURING THE DAY OR EVENING – ARRANGEMENTS MUST BE APPROVED BY HAMILTON COUNTY.
- PURCHASE AND INSTALL MODULAR CARPET PER SPECIFICATIONS.
- PURCHASE AND INSTALL RUBBER WALL BASE PER SPECIFICATIONS. REPLACE THE OLD CARPET BASE WITH RUBBER WALL BASE.
- IF BIDDING AN EQUAL ON CARPET OR RUBBER BASE SUBMIT A SAMPLE AND PRODUCT SPECIFICATION FOR APPROVAL AT LEAST FIVE (5) DAYS PRIOR TO BID.
- REMOVE AND RETURN FURNITURE. ALL COMPUTERS AND ELECTRONIC EQUIPMENT WILL BE UNHOOKED, REMOVED AND SET UP BY HAMILTON COUNTY.
- DO NOT REMOVE QUARTER ROUND - WORK WILL BE PERFORMED BY COUNTY MAINTENANCE DEPARTMENT.
- REMOVE AND DISPOSE OF EXISTING CARPET, PADDING AND CARPET BASE. WHEN REMOVING CARPET BASE – DO NOT DAMAGE WALL COVERING.
- MINOR FLOOR PREP: OLD CARPET - REMOVE OLD CARPET ADHESIVES BY SCRAPING OR OTHER MECHANICAL MEANS. REMOVE EXISTING ADHESIVES TO BEAR RESIDUE. WHEN ADHESIVES ARE DISSIMILAR, XL BRANDS TRISEAL IS REQUIRED. COUNTY DOES NOT REQUIRE A CONCRETE MOISTURE TESTING AND PH TESTING ON CONCRETE. FOLLOW ALL OTHER MANUFACTURER INSTALLATION INSTRUCTIONS.
- WARRANTY - USE MANUFACTURE RECOMMENDED ADHESIVE – COMMERCIALON PREMIUM MODULAR PRESSURE SENSITIVE ADHESIVE. HAMILTON COUNTY MAINTENANCE DEPT. WILL CHECK ADHESIVE BUCKETS ON SITE - PRIOR AND AFTER APPLICATION.

Bid#0214-102 Carpet & Installation
Hamilton County, Tennessee

- PURCHASE TWO (2) UNOPENED CARTONS OF MODULAR CARPET FOR STOCK (SAME STOCK # TO MATCH THE INSTALLED CARPET) TO BE GIVEN TO HAMILTON COUNTY MAINTENANCE DEPARTMENT.

LOCATION: County City Courts Building
Hamilton County District Attorney General
600 Market Street
3rd Floor, Room 310
Chattanooga, Tennessee 37402

CONTACTS:

To view project and to set up an appointment call: Max Lowe, Hamilton County Maintenance Department, at 423-413-9132.

Questions regarding specifications and to submit samples call: Andrea Wright, Hamilton County Maintenance Department, at 423-209-7700.

Questions concerning bid procedures should be directed to: Linda Chumbler, Hamilton County Purchasing Department, at 423-209-6353.

PRICING:

- A. Total Bid Price: _____
- B. Mfg./Style/Color: _____
- 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, Title VI /EEO Officer
Telephone: 423.209.6146
Fax: 423.209.6145
Email: TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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 0214-102 - Log
Carpet and Installation**

2/07/2014 7:42 AM Eastern

Bids Due Date/Time: 2/25/2014 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 2/25/2014 10:30:00 AM Eastern
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<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>
2/07/2014 7:41:50AM	Eastern	Linda Chumbler	0214-102 - Carpet and Installation	Invitation	Please click on the above solicitation number to access bid documents.	96	7

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on February 7, 2014, in the legal notices.

LEGAL NOTICE

Bids for Carpet and Installation will be opened at 10:30 AM (ET) on February 25, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



Carpet & Installation
February 25, 2014

Maintenance Department
10:30 a.m.

Vendors:	Southeast Floors, LLC (HC)	Terry Keith Company, Inc. (HC)
Total Bid Price:	\$26,821.00	\$31,070.00
Delivery:	Stock availability	Upon Request
Terms:	Net 30	Net

Request For Bids:	
Newspaper Ad:	2/7/2014
Vendor Notification:	96
Vendor Response:	2
Budgeted:	Line of Credit



Hamilton County Board of Commissioners RESOLUTION

No. 314-18

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 TO PROVIDE CHILDHOOD IMMUNIZATION SERVICES IN HAMILTON COUNTY, FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014.

WHEREAS, childhood immunizations have been proven to reduce the incidence and impact of vaccine preventable diseases; and,

WHEREAS, identifying children at risk for being under immunized and following their vaccine status, encouraging vaccination at every opportunity has been shown to significantly increase the vaccination status of those children; and,

WHEREAS, auditing day care, primary and secondary school immunization records ensures that children in group settings are appropriately immunized; and,

WHEREAS, the Tennessee Department of Health oversees the Vaccine for Children Program that provides vaccine to eligible children free of charge at numerous providers throughout Hamilton County; and,

WHEREAS, the Vaccine for Children's Program requires local oversight; and,

WHEREAS, the Tennessee Department of Health has identified continuation funding for the provision of these services 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 provision of childhood immunization services for the children of Hamilton County for the period of January 1, 2014 through December 31, 2014.

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 19, 2014

Date

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date 01/01/14	End Date 12/31/14	Agency Tracking # 34360-40914	Edison ID		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department				Edison Vendor ID 4208	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.268			
Service Caption (one line only) Immunization Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$43,950.00	\$95,350.00			\$139,300.00
2015	\$43,950.00	\$95,350.00			\$139,300.00
TOTAL:	\$87,900.00	\$190,700.00			\$278,600.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional) HL00015819		Account Code (optional) 71301000			

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

This Grant Contract, 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," is for the provision of Immunization Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. Service Definitions.

- a. "TIP" means the Tennessee Immunization Program;
- b. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services;
- c. "VFC" means the Vaccines for Children Program, a federal entitlement program created by the Omnibus Budget Reconciliation Act of 1993, a required component of the State's medical assistance program, and considered a Title XIX Medicaid program;
- d. "CoCASA" means the Comprehensive Clinic Assessment Software Application, a program belonging to the CDC, and a tool for assessing immunization practices within a clinic, private practice, or any other environment where immunizations are provided;
- e. "AFIX" means Assessment, Feedback, Incentive, eXchange, and a quality improvement strategy used by Grantees to raise immunization coverage levels and improve standards of practices at the provider level;
- f. "DTaP" refers to a combination vaccine containing the diphtheria, tetanus, and acellular pertussis viruses;
- g. "MMR" refers to a combination vaccine containing the measles, mumps and rubella viruses;
- h. "Hep B" means hepatitis B virus;
- i. "Hib" means *Haemophilus influenzae* virus, type B;
- j. "Hep A" means hepatitis A virus;
- k. "HBsAg+" means hepatitis B surface antigen-positive;
- l. "HBIG" means hepatitis B immune globulin;
- m. "DHS" means Department of Human Services;

- n. "QIG" means the most current edition of the Quality Improvement Guidelines of the state agency;
 - o. "PTBMIS" means the Patient Tracking Billing and Management Information System of the state agency;
 - p. "SIIS" means the State Immunization Information System, a population-based, computerized information system implemented at the state level and is an important tool for tracking immunization records;
 - q. "WIC Program" means the Special Supplemental Nutrition Program for Women, Infants, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786;
 - r. "FTE" means full time-equivalent position;
 - s. "NEDSS" means National Electronic Disease Surveillance System;
 - t. "CVX" is a three digit code which allows specification of a vaccine used at the vaccine administration level and identifies the type of vaccine product used;
 - u. "ACIP" means Advisory Committee on Immunization Practices.
- A.3. Service Goals. The goal of the TIP is to promote the proper use of all recommended vaccines, in collaboration with the federal CDC and other partners and to ensure that Tennessee meets or exceeds the federal Department of Health and Human Services Healthy People 2020 objectives for immunization coverage. The TIP is paid for with Federal money and is administered at the Federal level by the CDC, at the state level by the state agency, and at the local level by one of the many local agencies.
- A.4. Service Recipients. Service recipients are all people living, working, and visiting in Tennessee, with emphasis placed on children ages zero through 18 years old who are uninsured, underinsured or are eligible for Medicaid services and young adults 19 years and older who are uninsured and susceptible to vaccine preventable diseases.
- A.5. Service Description. The Grantee shall use grant funds to conduct the Immunization Program as a functional part of the Department of Health TIP for the delivery of immunization program services described in this contract in compliance with the current procedures and guidelines of the TIP, the most recent copy of which is on file in the Department of Health and has been provided to the Grantee. If TIP procedures or guidelines are revised during the term of this contract, the TIP will communicate revisions by email and/or blast fax and through the annual immunization training program for field staff.

The Grantee shall collaborate with the TIP in meeting requirements and objectives established by the CDC, including: carrying out TIP program evaluation efforts and assessments; carrying out federal grant requirements; and, carrying out activities to ensure that at least ninety (90) percent of children in the Grantee's jurisdiction have completed each one of the seven basic CDC recommended immunizations (DTaP, IPV, MMR, Hib, Hep B, Varicella and PCV) as measured in the annual survey of twenty-four (24) month old children. As a participant in the TIP, the Grantee agrees to:

- a. Follow all policies and procedures established by the State during public health emergencies.
- b. Conduct quality reviews of all health programs provided by the Grantee utilizing the tools in the most current edition of the Tennessee Department of Health, QIG, a copy of which

has been provided to the Grantee.

- c. Submit documentation of reviews to the Office of Quality Improvement (QI) as indicated in the most current edition of the QIG.
- d. Appoint a physician to oversee local immunization program efforts.
- e. Assign a dedicated, full time Immunization Program Representative (or Coordinator) to oversee Immunization Program activities and function as the primary contact person to the TIP. The job classification for this representative must be a minimum of a public health representative 3 or a registered nurse.
- f. Provide education and training to all staff responsible for Immunization Program activities. May cover expenses of staff to attend national immunization conferences recommended by the TIP to ensure staff have adequate knowledge to carry out responsibilities and duties. Ensure that all Immunization Program staff who will conduct VFC compliance site visits attend all education and training programs conducted by the TIP, including statewide meetings, conference calls, video conferences and on-site training sessions. Funding designated for education is included in this Grant Contract.
- g. Participate in the TIP objectives and activities for the CDC 2014 Immunization Grant, as requested by TIP, including but not limited to:
 - (1) Conducting annual VFC provider compliance site visits, according to the most current "Guidance for Site Visit Reviewer" field staff procedures and annual schedule established by the TIP, of at least fifty (50) percent of the public and fifty (50) percent of the private providers enrolled in the VFC program in Grantee's jurisdiction annually; ensuring that every VFC provider has a VFC compliance site visit at least once every twenty-four (24) months. Grantees with between twenty-one (21) and thirty-nine (39) VFC-enrolled providers must conduct VFC provider compliance site visits to at least twenty (20) providers annually. Grantees with twenty (20) or fewer VFC-enrolled providers must conduct a VFC compliance site visit to all providers annually. Site visits will include, but are not limited to, the following:
 - i. Monitor the appropriate storage, handling, and administration of vaccine.
 - ii. Specify objectives and problem resolutions in writing to each provider for whom assessments are conducted with copies to TIP.
 - iii. Report critical findings of VFC compliance site visits to the Central Office of the TIP for guidance on actions to be taken as a result of the assessment findings within one (1) business day of the site visit. If evidence of inappropriately stored and/or compromised vaccine is found, or if fraud and/or abuse involving VFC vaccine is suspected, it must be reported immediately by telephone before leaving the provider facility.
 - iv. Enter all VFC site visit data into the CoCASA program and other designated software systems as required by CDC within thirty (30) days of completing the visit.
 - (2) Conducting annual AFIX visits according to the most current "Guidance for Site Visit Reviewer" field staff procedures and the annual schedule established by the TIP. AFIX visits to private providers will not exceed ten (10) percent of private providers and will be done only upon request of the provider, on a first-come, first-served basis. AFIX site visits will include, but are not limited to, the following:
 - i. Determine, by assessment of patient records, the immunization coverage level of children served by that provider.

- ii. Identify immunization service delivery practices that promote or prevent complete immunization of children in the practice according to CDC information provided by TIP to the Grantee.
 - iii. Specify objectives and problem resolutions in writing to each provider for whom assessments are conducted that enhance the practice's delivery of immunizations according to CDC recommendations provided by TIP to the Grantee. Provide copies of these reports to local health officials.
 - iv. Enter all AFIX site visit data into the CoCASA program and other designated software systems as required by CDC within thirty (30) days of completing the visit.
- h. Ensuring the active follow-up of children who are identified by the TIP and reported to Grantee by secure email as being at high-risk of not completing immunizations, including but not limited to children aged twenty (20) through twenty-four (24) months old identified as having received fewer than four (4) doses of DTaP vaccine.
- i. Working with the TIP to achieve the following levels of compliance with state immunization regulations and CDC recommendations for:
 - (1) Kindergarten – ninety-eight (98) percent or better compliance with regulations
 - (2) Daycare – ninety-five (95) percent or better compliance with regulations
 - (3) On-time immunization of ninety (90) percent of twenty-four (24) month old children for each of the following routinely recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hep B, 3 Hib, 1 Varicella, 4 Pneumococcal) and eighty (80) percent for each of the following more recently recommended vaccines (2 Hep A, 2 or more rotavirus, and annual influenza)
- j. Participate in the TIP Perinatal Hepatitis B Program by:
 - (1) Assigning a health department representative as coordinator to oversee the Perinatal Hepatitis B Program and function as the primary contact person to the TIP for perinatal hepatitis B prevention efforts. The job classification for this representative must be a minimum of a public health representative 2 or a registered nurse.
 - (2) Entering all pregnant women who are reported to be HBsAg+ into the TIP Perinatal Hepatitis B database and in the NEDSS and submitting updated reports to TIP as requested by TIP.
 - (3) Working with hospitals and obstetric physicians to ensure that all children born to HBsAg+ women receive hepatitis B immune globulin (HBIG) and the first dose of hepatitis B vaccine within twelve (12) hours of birth.
 - (4) Ensuring that household and sexual contacts of the mother are identified, screened for infection, vaccinated to prevent infection and, when medically indicated, advised to receive HBIG, in accordance with current published CDC guidelines.
 - (5) Ensuring that both infants and susceptible contacts of HBsAg+ pregnant women are monitored and receive a complete series of hepatitis B vaccine and that the infants, household contacts under five (5) years of age and the susceptible ongoing sexual contacts receive a post immunization serologic test to verify immunity.

- k. Perform routine surveys as mandated by CDC immunization grant requirements and/or the TIP, including:
- (1) Conducting Day Care Center surveys of at least twenty-five (25) percent of the day care centers licensed by the Department of Human Services in the Grantee's jurisdiction each quarter (for a total of one hundred (100) percent) to:
 - i. Verify at least ninety-five (95) percent of the day care attendees in each center meet the immunization requirements imposed by state law.
 - ii. Report all centers not having a ninety-five (95) percent compliance rate with the state law to the local DHS for monitoring and follow-up.
 - iii. Provide to the day care center operator a completed Non-Compliance Information Letter (supplied by the TIP) for each child not meeting the immunization requirements.
 - iv. Report survey findings to the local DHS representative responsible for day care licensure.
 - (2) Conducting a survey of twenty-four (24) month old children according to procedures and time lines developed by the TIP to:
 - i. Gather designated survey data to determine the immunization status of each survey child selected.
 - ii. Complete the investigation of each survey individual until either:
 - a) all existing immunization data are determined, or
 - b) the individual child is proven to be excludable from the survey.
 - iii. Report all results of the investigations to the TIP.
 - (3) Conducting School Validation Surveys on a sample of records from a sample of schools where school immunization compliance reports are not completed by a school nurse according to procedures and time lines developed and provided by the TIP to:
 - i. Determine if the school systems are reporting compliance with state immunization regulations accurately on the entering kindergarten classes where immunization requirements apply.
 - ii. Identify the levels of compliance with state immunization requirements in a sample of kindergarten students where requirements apply.
 - iii. Identify the students sampled who have non-compliant immunization records and immediately report them to the school principal or appropriate local school official.
 - iv. Report findings of validation surveys to TIP by the deadline established by the TIP.
- l. Respond to case reports of all vaccine preventable diseases within twenty-four (24) hours of report; except reports of measles cases which will have an immediate response. Services, at a minimum, shall include:
- (1) Contacting TIP and other county health departments, as appropriate and sharing information about the cases.
 - (2) Completing the required case report forms and case investigation data and report to the State as a reportable disease in NEDSS.
 - (3) Arranging immunization clinics and/or medical appointments as necessary to control the spread of disease.

- m. Perform Education and Outreach activities, including:
 - (1) Responding, as necessary, to special Immunization Program activities that may be conducted in the Grantee's jurisdiction, such as a school-based clinic in response to disease outbreaks.
 - (2) Improving the immunization levels of specific population sub-groups through specific outreach to groups at increased risk for delayed or incomplete immunization, such as minorities, pre-teens and adolescents.
- n. Promote all CDC recommended vaccines for adolescents and adults through service delivery activities designed to target pre-teens and adolescents, such as establishing systems in health department clinics to ensure that immunization status is reviewed and vaccines are given at every health visit involving pre-teens and adolescents whenever health department policy permits. Participate in community vaccination activities where feasible or promote adult immunization in the grantee's community.
- o. Utilize the most current PTBMIS CVX codes for all federally funded vaccines administered, as defined by the most current PTBMIS Codes Manual to record all immunization transactions and comply with current TIP policy for the use and PTBMIS coding of federal vaccines administered in local health departments.
- p. Monitor requirements for provider participation in the VFC Program, including the following: require that no patient eligible for VFC is denied routine immunizations because of inability to pay a vaccine administration fee, and require that all VFC providers offer VFC eligible patients all routine immunizations recommended for them by the CDC. Notify TIP of providers who are not in compliance with these requirements. TIP will notify these providers that they must promptly comply with federal law.
- q. Comply with Tennessee Rules and Regulations 1200-14-1-.29(2), which authorize Grantees to provide proof of immunizations to the admissions officer of any school in the state of Tennessee and to physicians who are evaluating a school-aged patient's immunization status.
- r. Work with the Grantee's WIC Programs to monitor the immunization status of WIC recipients. Review immunization histories on all WIC enrollees and refer children, as appropriate, to the immunization clinic. Children who are behind on immunizations should be placed on an accelerated immunization schedule (the CDC "Catch Up Schedule") and consider strategies to ensure return immunization visits until the child is caught up to date.
- s. May fund up to one (1) FTE position for the purpose of entering and reviewing immunization data from any source (both public and private providers) of any age in the SIIS. This includes assisting in record verification, de-duplication and efforts to expand SIIS to include comprehensive immunization information on patients of all ages.
- t. Maintain insurance policy or alternative means to cover replacement of VFC vaccines due to storage failure. Replace vaccines to the VFC Program if vaccines are compromised and must be discarded due to human error, including failure to follow proper vaccine storage and handling guidelines or failure to respond appropriately to storage unit failures, according to the TIP.

A.6. Reporting Requirements.

- a. The Grantee agrees to maintain a staffing level to adequately carry out immunization program activities of TIP. If at any time fewer than seventy-five (75) percent of the positions funded through this grant contract are filled, the Grantee shall immediately notify the TIP and submit a corrective action plan documenting efforts to address the staffing deficiency.
- b. The Grantee shall submit a quarterly report of all staff performing the immunization program activities including the category of services as defined in A.5.above with employee name, position title, salary, and percent of time performing these services for the specific quarter. The quarterly report shall be submitted prior to or no later than the fifteenth (15th) calendar day of the month following the end of each quarter (April 15, 2014, July 15, 2014; October 15, 2014; and January 15, 2015).
- c. The Grantee shall maintain appropriate personnel records, e.g. time, attendance and, leave for review by the State or any other appropriate state or federal agency.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
Follow all policies and procedures established by the State during public health emergencies.	A.5.a.	Ongoing	N/A	N/A
Conduct quality reviews of all health programs using tools in current edition of QIG.	A.5.b.	Ongoing	TIP	In-Person
Submit documentation of reviews to the Office of Quality Improvement (QI).	A.5.c.	Ongoing	Office of Quality Improvement, Community Health Services	Microsoft Word
Appoint a physician to oversee local immunization program efforts.	A.5.d.	Ongoing	N/A	N/A
Assign a dedicated, full time Immunization Program Representative (or Coordinator).	A.5.e.	Ongoing	N/A	N/A
Provide education and training to all staff responsible for Immunization Program activities. Ensure that all Immunization Program staff who will conduct VFC compliance site visits attend all education and training programs conducted by the TIP.	A.5.f.	TBD by TIP	N/A	In-person trainings, conference calls
Conduct annual VFC Compliance Site Visits in accordance with CDC guidelines.	A.5.g.(1)	Ongoing	Provider and TIP	In-Person
Conduct annual AFIX visits in accordance with CDC guidelines.	A.5.g.(2)	Ongoing	Provider and TIP	In-Person
Ensuring the active follow-up of children who are identified by the TIP and reported to Grantee by secure email as being at high-risk of not completing immunizations.	A.5.h.	Monthly	N/A	Using data in Overdue DTaP report provided by TIP

Working with the TIP to achieve immunization coverage levels in compliance with state immunization regulations and CDC recommendations.	A.5.i.	Ongoing	TIP	N/A
Participate in the TIP Perinatal Hepatitis B Program in accordance with TIP and CDC requirements.	A.5.j.	Ongoing	TIP	TIP Perinatal Hepatitis B database and NEDSS system
Conducting Day Care Center surveys in accordance with TIP and CDC requirements.	A.5.k.(1)	Ongoing	TIP/DHS/Day Care	Surveys/Written Report/Letter
Conducting a survey of twenty-four (24) month old children according to procedures and time lines developed by the TIP.	A.5.k.(2)	Ongoing	TIP	Completed surveys
Conducting School Validation Surveys on a sample of records from a sample of schools in accordance with TIP requirements and deadlines.	A.5.k.(3)	Annually by date established by TIP	TIP	Completed surveys
Respond to case reports of all vaccine preventable diseases.	A.5.l.	Within 24 hours of report	TIP	Case report form and entered into NEDSS
Perform Education and Outreach activities.	A.5.m.	Ongoing	N/A	N/A
Promote all CDC recommended vaccines for adolescents and adults.	A.5.n.	Ongoing	N/A	N/A
Utilize the most current PTBMIS CVX codes for all federally funded vaccines administered.	A.5.o.	Ongoing	N/A	N/A
Monitor requirements for provider participation in the VFC Program in accordance with TIP Protocol and CDC requirements and notify TIP of noncompliance.	A.5.p.	Ongoing	TIP	Telephone or written notification with appropriate documentation
Comply with Tennessee Rules and Regulations 1200-14-1-.29(2).	A.5.q.	Ongoing	N/A	N/A
Work with the Grantee's WIC Programs to monitor the immunization status of WIC recipients.	A.5.r.	Ongoing	N/A	N/A
May fund up to one (1) FTE position for the purpose of entering and reviewing immunization data.	A.5.s.	Ongoing	N/A	N/A

Maintain insurance policy or alternative means to cover replacement of VFC vaccines due to storage failure.	A.5.t.	Ongoing	N/A	N/A
The Grantee agrees to maintain a staffing level to adequately carry out immunization program activities of TIP.	A.6.a.	Ongoing	TIP	Telephone or written notification with corrective action plan if needed
The Grantee shall submit a quarterly report of all staff performing the immunization program activities.	A.6.b.	No later than the fifteenth (15 th) calendar day of the month following end of the quarter	TIP	Written report
The Grantee shall maintain appropriate personnel records.	A.6.c.	Ongoing	N/A	N/A

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative. The State makes the final determination regarding acceptance of the work being performed under this Contract.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning January 1, 2014, and ending on December 31, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

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 Seventy Eight Thousand Six Hundred Dollars (\$278,600.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, 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:

Tennessee Department of Health
 Communicable and Environmental Diseases & Emergency Preparedness
 CEDEP Accounts Payable Section - IMM (Debbie Pearson)
 3rd 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, Communicable and Environmental Diseases & Emergency Preparedness.
 - (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, and/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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- 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 said 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 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 contract period 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 contract period.

- 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 matter in relation thereto. 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. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present 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 said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract 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).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract,

the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of

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

- D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.17. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

- D.22. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. 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, these special terms and conditions shall control.
- E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Susanne Powell
 Tennessee Department of Health
 Communicable and Environmental Diseases & Emergency Preparedness
 3rd Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: susanne.powell@tn.gov
 Telephone # (615) 741-7507
 Fax # (615) 532-8526

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, TN 37403
 Email Address: beckyb@hamiltontn.gov
 Telephone # (423) 209-8000
 Fax # (423) 209-8001

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. 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.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this 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 HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103(d).
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the 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.10. 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.11. 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.12. Accountability of Federal Funding. In accordance with CDC requirements, beginning January 1, 2012, Grantee shall account for funds awarded by specific funding source (see Attachment 4).

- a. The funding sources and a summary of allowable activities/expenses for each source are outlined below and are listed from most restrictive to least restrictive funding.
 - (1) Pandemic Influenza – only those required activities and expenses associated with increasing/promoting seasonal influenza vaccination, specifically provider out-reach and education regarding ACIP recommendations for seasonal flu vaccination. Note: Immunization field staff are required to promote seasonal flu vaccination during VFC site visits.
 - (2) VFC/AFIX – those required activities and expenses related to/associated with VFC compliance site visits and quality assurance (AFIX visits), provider follow-up/contacts, education, staff training and educational activities.
 - (3) 317 Operations – those required activities and expenses related to conducting routine/required surveys (i.e. Day Care/Child Care and Head Start Center surveys, twenty-four (24) month old surveys, school validation surveys), Perinatal Hepatitis B Prevention Program activities, vaccine preventable disease surveillance and investigation, those required activities and expenses related to/associated with VFC compliance site visits activities, provider follow-up/contacts and education, staff training and educational activities.
- b. Grantee shall submit invoices detailing expenses for federal and state funding in general and per specific federal funding source. Grantee will submit invoice documents listed as follows with appropriate supporting documentation, and expenditures shall align with budgets referenced in Section C.1. of this Grant Contract.
 - (1) Invoices for Reimbursement
 - i. Roll-up (total of federal and state funding)
 - ii. Federal roll-up
 - iii. 317 Operations
 - iv. VFC-AFIX
 - v. Pandemic Influenza
 - vi. State funded activities

- E.13. Health Care Data. The 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.14. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.268 – Immunization Grants

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

Chattanooga-Hamilton County Health Department - Immunization Services Roll-Up Budget (federal & state total)				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending December 31, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$179,100.00	\$0.00	\$179,100.00
2	Benefits & Taxes	\$88,800.00	\$0.00	\$88,800.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,000.00	\$0.00	\$5,000.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$1,800.00	\$0.00	\$1,800.00
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 ²	\$2,500.00	\$0.00	\$2,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$278,600.00	\$0.00	\$278,600.00

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

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

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 2)

Chattanooga-Hamilton County Health Department - Immunization Services Federal Roll-Up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending December 31, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$116,200.00	\$0.00	\$116,200.00
2	Benefits & Taxes	\$63,800.00	\$0.00	\$63,800.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,000.00	\$0.00	\$5,000.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$1,800.00	\$0.00	\$1,800.00
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 ²	\$2,500.00	\$0.00	\$2,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$190,700.00	\$0.00	\$190,700.00

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

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

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 3)

Chattanooga-Hamilton County Health Department - Immunization Services - 317 Operations				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending December 31, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$95,500.00	\$0.00	\$95,500.00
2	Benefits & Taxes	\$49,300.00	\$0.00	\$49,300.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,000.00	\$0.00	\$5,000.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$1,800.00	\$0.00	\$1,800.00
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 ²	\$2,500.00	\$0.00	\$2,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$155,500.00	\$0.00	\$155,500.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 4)

SALARIES	AMOUNT
Penny Wade, Patient Health Nurse, \$3,930.23 x 12 x 18.77%	\$8,852.45
Veronica Helton, Patient Service Representative, \$2,453.00 x 12 x 100%	\$29,436.00
Manker Roberts, Patient Health Representative, \$3,774.00 x 12 x 100%	\$45,288.00
Sue Mason, Nurse Specialist, \$4,291.59 x 12 x 23.25%	\$11,973.53
TOTAL ROUNDED	\$95,500.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$1,200.00
3 attendng VFC Field Training (2 day session)	\$1,300.00
TOTAL	\$2,500.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 5)

Chattanooga-Hamilton County Health Department - Immunization Services - VFC AFIX				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending December 31, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$12,700.00	\$0.00	\$12,700.00
2	Benefits & Taxes	\$8,900.00	\$0.00	\$8,900.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
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 ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$21,600.00	\$0.00	\$21,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 6)

SALARIES	AMOUNT
Penny Wade, Patient Health Nurse, \$3,930.23 x 12 x 26.87%	\$12,672.63
TOTAL ROUNDED	\$12,700.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 7)

Chattanooga-Hamilton County Health Department - Immunization Services - Pandemic Influenza				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending December 31, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$8,000.00	\$0.00	\$8,000.00
2	Benefits & Taxes	\$5,600.00	\$0.00	\$5,600.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
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 ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$13,600.00	\$0.00	\$13,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 8)

SALARIES	AMOUNT
Penny Wade, Patient Health Nurse, \$3,930.23 x 12 x 16.87%	\$7,956.35
TOTAL ROUNDED	\$8,000.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 9)

Chattanooga-Hamilton County Health Department - Immunization Services - State Funded Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending December 31, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$62,900.00	\$0.00	\$62,900.00
2	Benefits & Taxes	\$25,000.00	\$0.00	\$25,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
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 ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$87,900.00	\$0.00	\$87,900.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 10)

SALARIES	AMOUNT
Constance Buecker, Public Health Nurse Manager, \$4,463.83 x 12 x 89%	\$47,673.70
Sue Mason, Nurse Specialist, \$4,291.58 x 12 x 29.6%	\$15,243.69
TOTAL ROUNDED	\$62,900.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				INVOICE NUMBER		
				INVOICE DATE		
				INVOICE PERIOD		
				FROM _____ TO _____		
				CONTRACT PERIOD		
				FROM _____ TO _____		
FEDERAL ID#		Edison Vendor #		CONTACT PERSON/TELEPHONE NO.		
CONTRACTING STATE AGENCY Tennessee Department of Health						
DIVISION NAME/PROGRAM AREA				ACCOUNT/GRANTOR NUMBER		
CONTRACT NUMBER						
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) YTD ACTUAL REIMBURSED THROUGH	(C) MONTHLY EXPENDITURES DUE		PROJECT ID & ACTIVITY	SPEEDCHART NUMBER
Salaries						
Benefits						
Professional Fee/Grant & Award						
Supplies						
Telephone						
Postage & Shipping						
Occupancy						
Equipment Rental & Maintenance						
Printing & Publications						
Travel/Conferences & Meetings						
Interest						
Insurance						
Specific Assistance to Individuals						
Depreciation						
Other Non Personnel						
Capital Purchase						
Indirect Cost						
SUBTOTAL						
Revenue						
TOTAL						

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: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

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

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://www.state.tn.us/finance/act/policyb.html>

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				

Required Immunization & VFC Grant Activities and Funding Categories

As outlined by CDC, TIP has developed the following table to assist grantee sub-recipients in preparing budgets and funding accountability reports that are in compliance with federal grant policies.

Description of the Table Elements

- **Required Immunization Grant Activities** – this column specifies categories of activities required by the Federal Immunization and Vaccines for Children Grant and authorized by TIP
- **Description of Allowable Expenses** – this column details specific elements associated with each activity and specifies what can be funded with federal dollars.
- **Immunization Grant Funding Categories** – There are three (3) funding categories under the Immunization/VFC grant. Each category provides funding for the specific grant-related activities and the expenses associated with those activities. The funding categories are listed from largest and least restrictive (317) to smallest and most restricted (Pan Flu). An “X” in any one or more of the funding categories signifies that those funds may be used for expenses associated with the activity.

Required Immunization Grant Activities	Description of Activities and Allowable Expenses	Immunization Grant Funding Categories		
		317 Ops	VFC/AFIX	Pan Flu
VFC Provider Site Visits	<p>Related activities – (refer to the Immunization Program Field Staff Manual) Any interaction with public and private VFC providers to ensure compliance with VFC program requirements including, but not limited to the following</p> <ul style="list-style-type: none"> • Conducting VFC compliance &/or AFIX site visits, all VFC &/or site visit follow-up/provider contacts, VFC provider education/training, VFC enrollment/re-enrollment and/or relocation site visits, promotion of seasonal flu vaccination to VFC-enrolled providers, vaccine transport to/from VFC providers <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/ benefits of those employees specified in the IMM/VFC grant performing these activities • Mileage reimbursement related to the performance of these activities <p>Note: only field staff who have been trained by central office staff are permitted to conduct these activities</p>	X	X	X* (see Pan Flu below)
Routine Surveys Mandated by CDC Immunization Grant &/or TIP	<p>Related activities (Refer to Immunization Program Field Staff Manual)</p> <ul style="list-style-type: none"> • Pre-school, Day Care and Head Start Center audits, 24 month old surveys, School self-assessment validation surveys for all public and private Kindergarten classes, and any other surveys/audits mandated by CDC and required by the Immunization Grant <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/benefits of those employees specified in the Imm/VFC grant performing these activities • Mileage reimbursement related to the performance of these activities 	X		

Required Immunization Grant Activities	Description of Activities and Allowable Expenses	Immunization Grant Funding Categories		
		317 Ops	VFC/AFIX	Pan Flu
Vaccine Preventable Disease (VPD) Surveillance and Investigation	<p>Related activities</p> <ul style="list-style-type: none"> • <i>Specific immunization services related to outbreak prevention to control the spread of disease e.g.</i> arranging immunization clinics &/or medical appointments as necessary to control the spread of disease. <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/benefits of those employees specified in the immunization grant performing these activities • Mileage reimbursement related to the performance of these activities 	X		
Staff Training/Educational Activities	<p>Approved Activities</p> <ul style="list-style-type: none"> • National Immunization Conference (every other year), TIP Annual Field Staff Training, new field staff training (VFC-AFIX & PHBP program staff) at central office, TIP Annual Spring Review, Perinatal Hep B Prevention Conference, Immunization Information System (IIS) training (systems currently referred to as TWIS and VIM). <p>Allowable expenses</p> <ul style="list-style-type: none"> • Conference registration • Travel expenses associated with approved activities (see "Travel" below) 	X	X	
Pandemic Flu Activities	<p>Related Activities</p> <ul style="list-style-type: none"> • Activities used to increase seasonal influenza vaccination; specifically VFC-provider out-reach and education regarding ACIP recommendations for seasonal flu vaccination. *Note: Immunization field staff are required to promote seasonal flu vaccination during site visits. As such, you can charge a percentage of the time spent conducting site visits to Pan Flu. <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/ benefits of those employees specified in the IMM/VFC grant performing these activities (see also "VFC Provider Site Visits" above) • Mileage reimbursement related to the performance of these activities • Note: only field staff who have been trained by central office staff are permitted to conduct these activities 			X

Required Immunization Grant Activities	Description of Activities and Allowable Expenses	Immunization Grant Funding Categories		
		317 Ops	VFC/AFIX	Pan Flu
Perinatal Hepatitis B Prevention Program (PHBP)	<p>Related Activities (refer to the PHBP manual)</p> <ul style="list-style-type: none"> The identification and education of HBsAg-positive pregnant women and her contacts, comprehensive case management of infants and contacts, education of prenatal care providers and key birthing hospital personnel, medical record review and hospital policy surveys <p>Allowable expenses</p> <ul style="list-style-type: none"> Salaries/wages including fringe/ benefits for designated PHBP Coordinator Serology for infant and identified contacts. Mileage reimbursement related to the performance of these activities 	X		
Travel for Grant-related Activities	<p>Approved Activities</p> <ul style="list-style-type: none"> State/local/regional conferences/training (e.g. annual VFC field staff training, annual Immunization-VFC Spring Review, PHBP Coordinator training, new field staff training at central office) Local meetings/conferences excluding meals <p>Allowable expenses</p> <ul style="list-style-type: none"> In-state travel costs (e.g. mileage, hotel, per diem) Out of state travel costs (restricted to NIC, CDC-sponsored PHBP conference) 	X		
General Supplies/Equipment	<p>Allowable</p> <ul style="list-style-type: none"> Printers Temperature monitors/thermometers/data loggers General office supplies (pens, paper, etc.) Vaccine administration supplies for emergency vaccination clinics Vaccine storage equipment for VFC vaccine Personal computers & laptops Copy machines 	X		

Non-Allowable Expenses - The following expenses cannot be paid for with Immunization-VFC Grant funds

- Honoraria
- Advertising costs (convention displays, exhibits, meetings, memorabilia, gifts, souvenirs)
- Building purchases, construction, capital improvements
- Fundraising
- Research
- Supplies for routine clinical care (i.e., those immunization services NOT related to outbreak or surveillance activities)**
- Salaries/wages etc for staff providing routine clinical services**



Hamilton County Board of Commissioners

RESOLUTION

No. 314-19

A RESOLUTION AUTHORIZING THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, TO ADJUST CHARGES FOR CLINICAL VISITS, PROCEDURES, PHARMACEUTICALS, TESTS AND LABORATORY SERVICES UP TO THE PREVAILING MAXIMUM REIMBURSABLE INSURANCE RATE.

WHEREAS, the Health Department provides clinical services which are reimbursable by a number of different insurance companies; and,

WHEREAS, the reimbursement from insurers for those services may adjust on a regular basis; and,

WHEREAS, the Health Department utilizes a sliding fee scale system based upon family size and income for non-insured patients; and,

WHEREAS, the county wishes to maximize its reimbursement from insurers while still being sensitive to the needs of non-insured individuals by utilizing a sliding fee scale.

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

That the Health Department be authorized to adjust charges for services to up to the prevailing maximum reimbursable insurance rate.

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 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 314-20

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 AN AMENDMENT CONTRACT FOR \$542,900 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF BIOTERRORISM PREPAREDNESS ACTIVITIES FOR THE 12 MONTH TIME PERIOD BEGINNING JULY 1, 2013 – JUNE 30, 2014 AND AMENDING THE 2013/2014 BUDGET BY INCREASING REVENUES BY \$26,600 AND EXPENSES BY \$12,681.

WHEREAS, the overall objective of the Chattanooga-Hamilton County Health Department is to protect the public’s health through preparedness and activities; and,

WHEREAS, the State Department of Health desires to increase the appropriation to the Health Department for these activities by an amount of \$26,600 for the time period July 1, 2013 – June 30, 2014; and,

WHEREAS, revenues budgeted are less than the increased appropriation and expenses budgeted are less than the increased appropriation; and,

WHEREAS, these activities are for the protection 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 accepting \$542,900 in State funds for the purpose of providing Bioterrorism preparedness activities for the time period of July 1, 2013 – June 30, 2014; amending the budget as specified.

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 19, 2014

Date



GRANT AMENDMENT

Agency Tracking # 34360-31814	Edison ID 37433	Contract # GG1437433	Amendment # 1		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) Funding Increase and add funding sources					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 06/30/2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			+ \$ 26,600.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		\$542,900.00			\$542,900.00
TOTAL:		\$542,900.00			\$542,900.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
Speed Chart (optional) HL00007869/HL00012177		Account Code (optional) 71301000			

**AMENDMENT ONE
OF GRANT CONTRACT GG1437433**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, 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 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 Five Hundred Forty Two Thousand Nine Hundred Dollars (\$542,900.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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.

2. Grant Contract section C.5. is deleted in its entirety and replaced with the following:
 - C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Judith Baker, EP Finance
Emergency Preparedness Program
Tennessee Department of Health
Communicable and Environmental Disease and Emergency Preparedness (CEDEP)
710 James Robertson Parkway
3rd Floor, Andrew Johnson Tower
Nashville, Tennessee 37243
Email Address: Health.EP-Finance@tn.gov
Telephone # (615) 741-1915
FAX # (615) 532-5902

 - 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, Communicable and Environmental Disease and Emergency Preparedness.
 - (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, and/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.

3. Grant Contract section E.2 is deleted in its entirety and replaced with the following:

E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Judith Baker, EP Finance
 Emergency Preparedness Program
 Tennessee Department of Health
 Communicable and Environmental Disease and Emergency Preparedness (CEDEP)
 710 James Robertson Parkway
 3rd Floor, Andrew Johnson Tower
 Nashville, Tennessee 37243
 Email Address: Health.EP-Finance@tn.gov
 Telephone # (615) 741-1915
 FAX # (615) 532-5902

The Grantee:

Rebecca Barnes, Director
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, TN 37403
Email Address: bekyb@hamiltontn.gov
Telephone # (423) 209-8000
FAX # (423) 209-8001

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

4. Grant Contract section E.13 is deleted in its entirety and replaced with the following:

E.13. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers

93.069 and 93.889 – Public Health Emergency Preparedness Program and National Bioterrorism Hospital Preparedness Program

5. Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

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 15, 2014. 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:

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)

Chattanooga-Hamilton County Health Department - Public Health Emergency Preparedness (PHEP) Roll-Up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2013 and ending June 30, 2014.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$337,200.00	\$0.00	337,200.00
2	Benefits & Taxes	\$148,200.00	\$0.00	148,200.00
4, 15	Professional Fee/ Grant & Award ²	\$2,500.00	\$0.00	\$2,500.00
5	Supplies	\$36,500.00	\$0.00	\$36,500.00
6	Telephone	\$7,600.00	\$0.00	\$7,600.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,900.00	\$0.00	\$1,900.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings ²	\$8,000.00	\$0.00	\$8,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$54,200.00	\$54,200.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$542,900.00	\$54,200.00	\$597,100.00

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

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

³ 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.

Chattanooga-Hamilton County Health Department - Public Health Emergency Preparedness (PHEP) Base Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2013 and ending June 30, 2014.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$287,900.00	\$0.00	\$287,900.00
2	Benefits & Taxes	\$131,000.00	\$0.00	\$131,000.00
4, 15	Professional Fee/ Grant & Award ²	\$2,500.00	\$0.00	\$2,500.00
5	Supplies	\$33,000.00	\$0.00	\$33,000.00
6	Telephone	\$7,000.00	\$0.00	\$7,000.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,900.00	\$0.00	\$1,900.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings ²	\$5,500.00	\$0.00	\$5,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$46,900.00	\$46,900.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$469,800.00	\$46,900.00	\$516,700.00

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

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

³ 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 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES	AMOUNT
Novak, Sabrina - Environmental Scientist, \$5,156.25 x 12 x 100%	\$61,875.00
Fulbright, Bev - Nurse Specialist, \$4,158.25 x 12 x 100%	\$49,899.00
Reese, Carol - Senior Secretary, \$2,482.92 x 12 x 100%	\$29,795.04
Walker, Dan - Epidemiologist, \$5,000.00 x 12 x 100%	\$60,000.00
Harris, Tammy - Nurse Specialist/Trainer, \$4,018.17 x 12 x 100%	\$48,218.00
Sullivan, Laura - Volunteer Coordinator, \$3,178.75 x 12 x 100%	\$38,145.00
TOTAL ROUNDED	\$287,900.00

PROFESSIONAL GRANT/FEE AWARD	AMOUNT
Subscription Service for On-line Training Tool	\$2,500.00
TOTAL	\$2,500.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Instate Local Routine Travel	\$5,500.00
TOTAL	\$5,500.00

Chattanooga-Hamilton County Health Department - Healthcare Preparedness (HPP) Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2013 and ending June 30, 2014.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$49,300.00	\$0.00	49,300.00
2	Benefits & Taxes	\$17,200.00	\$0.00	\$17,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,500.00	\$0.00	\$3,500.00
6	Telephone	\$600.00	\$0.00	\$600.00
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 ²	\$2,500.00	\$0.00	2,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$7,300.00	\$7,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$73,100.00	\$7,300.00	\$80,400.00

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

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

³ 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 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

SALARIES	AMOUNT
Wolverton, Virginia - Regional Hospital Coordinator, \$4,110.33 x 12 x 100%	\$49,323.96
TOTAL ROUNDED	\$49,300.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Routine Travel	\$500.00
Training	\$2,000.00
TOTAL	\$2,500.00



Hamilton County Board of Commissioners

RESOLUTION

No. 314-21

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 DENTAQUEST USA INSURANCE COMPANY FOR THE PROVISION OF DENTAL SERVICES TO COVERKIDS MEMBERS EFFECTIVE APRIL 1, 2014.

WHEREAS, the Chattanooga Hamilton County Health Department provides dental services to the residence of Hamilton County; and,

WHEREAS, DentaQuest is an insurer for dental services with members participating in the CoverKids program; and,

WHEREAS, both the health department and DentaQuest have agreed to a contractual relationship to provide services to CoverKids members.

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 DentaQuest for dental services to CoverKids members effective April 1, 2014.

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 19, 2014

Date

**DENTAQUEST OF TENNESSEE, LLC
PARTICIPATING DENTAL PROVIDER AGREEMENT**

THIS AGREEMENT ("Agreement"), effective as of date executed by DentaQuest ("Effective Date"), is made between DENTAQUEST OF TENNESSEE, LLC (hereinafter referred to as "DentaQuest") and County of Hamilton (DBA) (hereinafter referred to as "Provider").
(Business Entity as it appears on W-9)

WHEREAS, DentaQuest is a company that arranges for the delivery of dental services to Members of prepaid healthcare plans and employer groups contracting with DentaQuest; and

WHEREAS, Provider, has an unrestricted license to practice dentistry and desires to provide dental services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above and the promises hereinafter contained, the parties hereby agree as follows:

1. Definitions

- (a) "Agreement" means this Agreement between DentaQuest and Provider, including all attachments hereto.
- (b) "Covered Services" is a dental service or supply that satisfies all of the following criteria:
 - 1. provided or arranged by a Participating Provider to a Member;
 - 2. authorized by DentaQuest in accordance with the Plan Certificate; and
 - 3. submitted to DentaQuest according to DentaQuest's filing requirements; and
 - 4. limited to the most professionally recognized standards of dental practice within the service area and applicable polices and procedures.
- (c) "Member" means any individual who is eligible pursuant to a contract to receive Covered Services pursuant to one of the Plans contract and the eligible dependents of such individuals.
- (d) "Participating Provider" is a dental professional or facility or other entity, including Provider, that has entered into a written agreement with DentaQuest, directly or through another entity, to provide dental services to selected groups of Members.
- (e) "Plan" is an insurer, health maintenance organization or any other entity that is an organized system which combines the delivery and financing of health care and which provides basic health services to enrolled members and is described in an attachment to this Agreement (each an "Attachment" and together the "Attachments").
- (f) "Plan Certificate" means the document that outlines the benefits available to Members under the applicable Plan.
- (g) "Provider" means the undersigned health professional or any other entity that has entered into a written agreement with DentaQuest. Each Provider shall have its own distinct tax identification number.
- (h) "Provider Dentist" means a doctor of dentistry, duly licensed and qualified under the applicable laws, who practices as a shareholder, partner, or employee of Provider.

2. Obligations of DentaQuest

- (a) DentaQuest agrees to:
 - 1. Operations. DentaQuest shall conduct the day-to-day administrative operations of DentaQuest, including but not limited to: drafting and negotiating contracts and provider

agreements with Providers, making benefit determinations, conducting actuarial analyses, setting, collecting and accounting for fixed periodic payments, processing claims and marketing DentaQuest.

2. Directories. DentaQuest shall maintain listings of Participating Providers and may include Provider's participation in any or all of the networks of any or all of the Plans in provider directories and/or other paper and/or electronic publications intended for use of Members subject to approval by the applicable Plan(s).
 3. Credentialing. DentaQuest shall operate a system for ensuring that all prospective and current Participating Providers satisfy DentaQuest's and/or Plan's credentialing and re-credentialing policies and procedures.
 4. Regulatory Compliance. DentaQuest shall establish and enforce policies and procedures designed to ensure continued compliance with State and Federal regulations.
 5. Access to Care. DentaQuest shall conduct its administrative operations in a manner that does not encourage Provider to jeopardize Member's access to care or the appropriate delivery of Covered Services to Members.
- (b) DentaQuest and Plan shall use best efforts to make all payments due to Provider within thirty (30) days of receipt of a clean claim. DentaQuest shall not be insurer, guarantor, or underwriter of the responsibility or liability of any Plan to provide payment pursuant to any Plan Certificate.

3. Provider Obligations

- (a) Provider agrees to:
1. Provision of Services. Provider shall render to Members all Covered Services. After the date of termination from participation, upon the request of DentaQuest, Provider shall continue to provide Covered Services to Members for a period not to exceed ninety (90) days during which time period payment will be made pursuant to the applicable Attachments to this Agreement for Covered Services provided.
 2. Submission of Claims. Provider shall submit claims for dental services to DentaQuest in a manner and format prescribed by DentaQuest.
 3. Non-discrimination. Provider shall not discriminate in the treatment or quality of services provided to Members on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, Vietnam-era veteran's status, ancestry, health status or need for health services of such Members and without regard to source of payments made for health services rendered to such Members. Provider shall make their services accessible to Members during the same hours and with the same intensity as they do to non-Members. Provider agrees to comply with all applicable federal and state laws relating to non-discrimination and equal employment opportunity, including the Civil Rights Act of 1964, regulations issued pursuant to that Act and provision of Executive Order 11246 dated September 26, 1965. Provider agrees to provide physical and program accessibility of dental services to persons with physical and sensory disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by any applicable DHFS regulations (45 C.F.R. Part 84) of CMS regulation (42 C.F.R. Parts 417 and 434) and all guidelines and interpretations issued pursuant thereto.
 4. Policies and Procedures. Provider agrees to comply with any and all policies, rules and regulations of DentaQuest and Plan as they may exist from time to time including, but not limited to credentialing, quality or cost containment standards established by DentaQuest and any and all Plans. Provider agrees to refer patients that require covered specialty

services (oral surgery, endodontics, prosthetics, and orthodontics) that Provider does not perform, only to dental specialists designated by DentaQuest.

5. Records. Provider agrees to keep and maintain adequate dental/medical, financial and administrative records related to dental services rendered by Provider in accordance with federal and state law. Provider agrees to safeguard all information about Members according to applicable state and federal laws and regulations. All material and information, in particular information relating to Members or potential Members, which is provided to or obtained by or through Provider's performance under this Agreement, whether verbal, written, tape, or otherwise, shall be reported as confidential information to the extent confidential treatment is provided under state and federal laws. Provider shall not use any information so obtained in any manner except as necessary for the proper discharge of his/her obligations and securement of his/her rights under this Agreement. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") relating to the exchange of information and shall cooperate with DentaQuest and Plan in efforts to ensure compliance with the privacy regulations promulgated under HIPAA and other related privacy laws. Provider and DentaQuest acknowledge that the activities conducted to perform the obligations undertaken in this Agreement are or may be subject to HIPAA as well as the regulations promulgated to implement HIPAA.
6. Oversight. Upon request, to cooperate and provide Plan, DentaQuest, government agencies and any external review organizations ("Oversight Entities") with access to each Member's dental records for the purposes of quality assessment, service utilization and quality improvement, investigation of Member complaints or grievances or as otherwise is necessary or appropriate
7. Authority of Provider. Provider represents and warrants that it has full authority to bind those providers listed as Provider Dentist to the terms and conditions of this Agreement.
8. Insurance. Provider shall procure and maintain at their own cost, liability insurance with limits as required by law. Provider shall provide evidence of such coverage to DentaQuest upon the execution of this Agreement and thereafter as requested by DentaQuest.

4. Professional Requirements

- (a) Licensure. Provider and employees or agents rendering services to Members shall be appropriately licensed to render such services as required by state or federal law or regulatory agencies, and such licenses shall be maintained in good standing. Provider shall provide DentaQuest a copy of said license(s) upon execution of this Agreement.
- (b) Restriction of Licensure. Provider shall notify DentaQuest within two (2) business days of the loss or restriction of his/her DEA permit or dentistry license or any other action that limits or restricts Provider's ability to practice dentistry.
- (c) Professional Training. Provider and all employees or agents rendering services to Members shall possess the education, skills, training, physical and mental health status, and other qualifications necessary to provide quality dental patient care.
- (d) Professional Standards. Provider and employees or agents rendering services to Members shall provide dental care that meets or exceeds the standard of care for dentists in the region and shall comply with all standards for dentists as established by any state or federal law or regulation.
- (e) Continuing Education. Provider and employees or agents rendering services to Members shall comply with continuing education standards as required by state or federal law or regulatory agencies.

- (f) Regulatory Compliance. Provider must meet the minimum requirements for participation in the program as provided by any governing agency.

5. Payment Arrangement

- (a) Compensation. Following receipt of payment from the applicable Plan, DentaQuest shall pay Provider according to the applicable Attachments for Covered Services to eligible Members.
- (b) Hold Harmless. Provider agrees and warrants that in no event, including, but not limited to, nonpayment by DentaQuest, DentaQuest insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against any Member or persons acting on their behalf for providing Covered Services. This provision does not prohibit Provider from seeking to collect co-insurance, copayments or deductibles from Members or fees for non-covered services delivered on a fee-for-service basis to Members as well as services received by ineligible persons in accordance with the terms of the applicable Plan Certificate. Provider agrees that they shall hold the Members harmless and shall not bill the Member for non-covered services if the services are not covered as a result of any error or omission by Provider.

Provider also agrees that this hold harmless and warranty provision herein shall:

1. survive the termination of the Agreement regardless of the cause giving rise to termination, and
 2. supersede any oral or written contract agreement heretofore entered into between Provider, DentaQuest any Plan and Members or designees.
- (c) Member Charges For Noncovered Services. Provider shall be permitted to charge an eligible Member for goods or services which are not covered only if the Member knowingly elects to receive the goods or services and enters into an agreement in writing to pay for such goods or services prior to receiving them. For purposes of this section noncovered services are services not covered under the Plan Certificate, services which are provided in the absence of appropriate authorization and services which are provided out-of-network unless otherwise specified in the Plan Certificate.
 - (d) Coordination of Benefits. Provider shall notify DentaQuest whenever he/she has reason to believe a Member may be entitled to coverage under any other health benefit plan and shall assist DentaQuest in obtaining information for the coordination of benefits when a Member holds other coverage. If a Member is also covered by another dental plan, and DentaQuest determines it is the primary carrier, the Provider agrees that DentaQuest's obligation to Provider will not exceed the compensation described in this Agreement for the Covered Services in question. If a Member is also covered by another health benefit plan and DentaQuest determines that it is the secondary carrier, the Provider agrees that DentaQuest's obligation shall not exceed the compensation described in the Agreement for the Covered Services in question and that Provider will refund (reduced by any payments the Member may have made to Provider) the aggregate compensation Provider received from the other health benefits plan for the Covered Services in question.
 - (e) Other Coverage. Provider agrees that payment defined in Attachment(s) to this Agreement shall be his/her sole compensation for rendering Covered Services to Members. All other monies received by him/her from any other worker's compensation and/or auto, health, property/casualty insurance company must be reported and turned over to the DentaQuest subrogation department.
 - (f) Plan Reimbursement. Compensation of Provider by DentaQuest is subject to, and dependent upon, DentaQuest's receipt of proper claims payment from Plan. In the event of nonpayment by Plan, DentaQuest reserves the right to withhold or recover payment to Provider for all claims not paid by Plan. Once DentaQuest has received the outstanding amount for such claims from Plan, DentaQuest will reimburse Provider according to the terms of this Agreement.

- (g) Continuation of Care. Provider agrees to complete any treatment in progress for continuation of care cases and cases in mid-treatment for a newly enrolled Member. DentaQuest agrees to negotiate fees in good faith for partial cases/treatment.

6. Quality Management

- (a) Cooperation with Quality Programs. Provider shall cooperate with and participate in the utilization review, quality assurance, credentialing, grievance, peer review, claims processing, and audit procedures of DentaQuest and/or Plan, and shall comply with all final determinations rendered by such procedures.
- (b) Re-credentialing. Provider shall cooperate with the re-evaluation of their credentials at such intervals, as DentaQuest shall determine, but not more frequently than every two years. Such evaluation may take into account a review of Provider's past performance and practice patterns, and a review of dental records and evaluations pertaining to Provider's participation in the delivery of dental care.
- (c) Audit of Records. DentaQuest each, Plan and all applicable state and federal agencies shall have access at reasonable times and upon demand, to inspect the books, records and papers of Provider for the purpose of auditing and evaluating and determining on a concurrent or retrospective basis the necessity or appropriateness of health services provided to Members. DentaQuest each Plan or state and federal agencies or their designees shall also have the right to inspect, upon demand and at reasonable times, Provider's facilities pursuant to quality management programs or peer review programs. Provider shall provide copies of medical records to DentaQuest the applicable Plan or state and federal agencies or their designees upon request. Copying and delivery expenses associated with compliance with this Agreement shall be the responsibility of Provider.
- (d) Plan and Regulatory Agency Oversight. The Provider acknowledges and agrees that nothing in the Agreement shall be construed to limit: (a) the authority of any Plan to ensure the Provider's participation in and compliance with such Plan's quality assurance, utilization management, member grievance and other systems and procedures; (b) any applicable regulatory agency's authority to monitor the effectiveness of such systems and procedures; or (c) such Plan's authority to sanction or terminate a Provider found to be providing inadequate or poor quality care or failing to comply with such Plan's systems, standards or procedures.

7. Independent Contractors

- (a) Professional Relationship. Provider is an independent contractor and is responsible for maintaining a professional relationship with Members. Provider is responsible for his/her own acts or omissions in his/her professional practice of dentistry, as well as those acts or omissions of his/her employees and agents. No action by DentaQuest has or is intended to have the effect of infringing upon Provider's care and treatment of the Member.
- (b) Appropriate Treatment. DentaQuest allows open Provider-Member communication regarding appropriate treatment alternatives. Provider will not be penalized for discussing medically necessary or appropriate patient care.

8. Provider Dentist

- (a) Provider Dentist Approval. Provider shall supply all information requested by DentaQuest for the purpose of credentialing Provider Dentist, and Provider Dentist must be approved for participation by DentaQuest in writing before rendering Covered Services to Members.
- (b) Rights and Obligations. Provider Dentist shall have the rights and obligations provided in the Agreement which are applicable to Provider, and understands that certain provisions of the Agreement shall also be individually binding on Provider Dentist, and that DentaQuest may require performance of all provisions by Provider Dentist. Provider Dentist also understands that

DentaQuest and Provider may amend the Agreement without right of review by or approval of Provider Dentist.

- (c) Reimbursement by Provider. Provider Dentist agrees to look solely to Plan and/or Provider for reimbursement of Covered Services, where Provider is designated as payee pursuant to Agreement, as applicable.

9. Term and Termination

- (a) Term. The Effective Date of this Agreement shall be on the date the Agreement is signed by DentaQuest and shall end one (1) year from such date. Thereafter, this agreement shall automatically renew for successive one (1) year periods unless either party provides sixty (60) days notice of its intent not to renew.
- (b) Termination. This Agreement may be terminated as follows:
1. By either DentaQuest or Participating Provider may terminate this Agreement without cause, upon sixty (60) days prior written notice to the other party.
 2. By either DentaQuest or Participating Provider in the event of a material breach of this Agreement by the other party, upon sixty (60) days prior written notice to the other party.
 3. Upon the occurrence of any of the following events with respect to Provider, DentaQuest has the option to immediately terminate Provider's designation as a Participating Provider:
 - Any falsification of any information on the Provider's application submitted to DentaQuest or fraud committed on any documentation; or
 - The loss, suspension or limitation of the Provider's dental license in any state; or
 - The loss or suspension of Provider's drug enforcement administration license, or the loss of Provider's unrestricted prescribing privileges; or
 - Failure of Provider to maintain required liability insurance coverage protection; or
 - The Debarment or sanction of Provider by Medicare or a state Medicaid program or
 - Provider loses eligibility to participate as a provider in Medicare or any state Medicaid program;
 - Any finding of unlawful or unprofessional conduct, as defined by state or federal law(s); or
 - The failure of the Provider to meet any quality assurance, credentialing, or grievance program requirements of DentaQuest, any Plan or any state or federal regulatory agency or their designees; or
 - The Provider intentionally and purposefully does not comply with the referral and notification requirements of DentaQuest, any Plan or any state or federal regulatory agency or their designees; or
 - The Provider is found to have committed professional misconduct or caused harm to a Member; or
 - Institution of bankruptcy, receivership, insolvency, liquidation or other similar proceedings by or against the Provider; or
 - Noncompliance with HIPAA or any adverse regulatory finding with respect to Provider.
- (c) Effect of Termination. In the event of termination of this Agreement, Provider agrees to complete any treatment in progress and/or assist in the orderly transfer of Members to another provider, as requested by DentaQuest. Provider must provide timely notification to all Members affected by Provider's termination.

10. Miscellaneous

- (a) Non-exclusivity. This Agreement is not an exclusive contract and DentaQuest may contract with other dental provider networks. Provider may contract with other dental and health plans. This Agreement shall be regarded as confidential and its terms or contents shall not be disclosed to any other party unless agreed to in writing by DentaQuest; except, however, Provider may disclose the contents of this Agreement to the legal representative of Provider without the consent of DentaQuest.
- (b) Hold Harmless. Provider agrees and warrants that in the event of DentaQuest or Plan insolvency, or other cessation of operations, benefits to Members will continue through the period for which the premium has been paid, if applicable. In no event shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against any Member or persons acting on their behalf for providing Covered Services. This provision does not prohibit Provider from seeking to collect co-insurance, copayments or deductibles from Members or fees for non-covered services delivered on a fee-for-service basis to Members as well as services received by ineligible persons in accordance with the terms of the applicable Plan Certificate.
- (c) Amendment or Restated Agreement. DentaQuest may amend or restate this Agreement by sending a copy of the amendment or restated agreement to Provider at least 30 days prior to its effective date. If Provider does not object to such amendment or restated agreement in writing within such 30-day notice period, Provider shall be deemed to have accepted the proposed amendment or restated agreement as of the end of the 30-day notice period. In the event Provider objects within the 30-day notice period, by providing written notice to DentaQuest, the parties shall confer in good faith to reach agreement. If such agreement cannot be reached, DentaQuest may terminate this Agreement.
- (d) Change in Status. Provider understands that any and all changes in the Provider's legal and contractual relationship to and with Provider's clinic partners, who are also party to this Agreement must be communicated in writing to DentaQuest, or DentaQuest may elect to immediately terminate this Agreement. Provider also agrees to provide DentaQuest with 30 days advance written notice of any closure of their practice to additional Members, or new location at which Provider anticipates seeing Members.
- (e) Waiver of Breach. The waiver by either party of a breach of violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- (f) Governing Law. This Agreement shall be governed in accordance with the laws of the State of Wisconsin and any applicable federal law(s). The substantive law of Wisconsin shall solely govern this Agreement and no cause of action not specifically recognized in the State of Wisconsin shall be implied or construed to exist.
- (g) Responsibility for Actions. Each party shall be responsible for any and all claims, liabilities, damages, or judgments that may arise as a result of its own negligence or intentional wrongdoing.
- (h) Severability. The invalidity or unenforceability of any term of condition shall in no way affect the validity or enforceability of the remainder of this Agreement.
- (i) Arbitration. If the event that any dispute arises with regard to the performance or interpretation of any of the provisions of this Agreement and cannot be resolved between DentaQuest and Provider, such disputes shall be submitted to an arbitrator selected by the American Arbitration Association. DentaQuest and Provider agree to be bound by the decisions of the arbitrator and to accept the decision as the final determination. Judgment upon decision of the arbitrator may be entered in any court of competent jurisdiction. DentaQuest and Provider shall each bear its own cost plus one-half (1/2) the cost of the arbitration. Disputes regarding benefits or the payment of benefits for services provided to Members are specifically excluded from coverage under this provision. Also,

issues involving the termination of Provider and any appeals or grievances related thereto are covered by policies and procedures of DentaQuest and are not covered by this arbitration provision.

- (j) Assignment. DentaQuest may assign this Agreement immediately upon written notice to Provider. Provider must obtain DentaQuest's prior written consent to assign this Agreement.
- (k) Notice. Any notices required to be given pursuant to the terms and provision hereof shall be sent by mail, addressed to Network at:

DentaQuest of Tennessee, LLC
Attn: Provider Information
12121 N. Corporate Parkway
Mequon, WI 53092

and to the Provider at the address stated herein or as he/she may otherwise notify DentaQuest in writing.

- (l) Form. All words used herein in the singular number shall extend to and include the plural. All words used in the plural numbers shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- (m) Entire Agreement. This Agreement, together with all subordinate and other documents and exhibits incorporated herein, constitutes the final and entire expression of the Agreement between the parties with respect to the subject matter contained herein and expressly supercedes all prior and contemporaneous representations, statements, drafts, correspondence or similar understanding or documents.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below:

Legal Entity Name & Address

DentaQuest of Tennessee, LLC

Entity Name _____

Address _____

Phone _____

BY: _____
(Signature)

BY: _____
Steven J. Pollock
Chief Operating Officer

BY: _____
(Please Print or Type Name)

Tax ID# _____

Group NPI#: _____

DATE: ____/____/____

DATE: ____/____/____

PARTICIPATING DENTISTS
(Please Type or Print)

Please list the name of all individual dentists providing services under the terms of this Agreement.

Dentist Name

Specialty

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**ATTACHMENT A
COVERKIDS PLAN
DENTAL REIMBURSEMENT**

Provider Reimbursement

- 1.0 Provider shall be paid the lesser of billed charges or 100% of the fee schedule attached hereto as Attachment A-1 for the provision of Medically Necessary Covered Services to eligible CoverKids Members.
- 2.0 Provider agrees to practice cost effective dentistry. Provider acknowledges that improper billing or the rendering of dental care that is determined to be unnecessary or inappropriate by the DentaQuest Dental Director, shall not be compensated and will constitute sufficient basis for termination of this agreement or other measures as described in paragraph 3.0.
- 3.0 Provider acknowledges that “fee-for-service” dental reimbursement can only be maintained with the cooperation and commitment of all dental panel members to practice cost effective, quality dentistry. DentaQuest shall compile an internal “practice profile” for each member of the DentaQuest dental panel on a periodic basis. This profile will compute averages for total cost per patient. Providers, whose practice patterns deviate in a statistically significant way from the norms of the DentaQuest dental panel, may be subject to notice of probationary status and/or possible termination, subject to the appropriate notice and appeal procedures as stated herein.
- 4.0 DentaQuest shall pay Provider within thirty (30) calendar days of receipt of clean claims for dental services rendered to Members. Provider agrees to accept electronic payment and electronic remittances if/when available.

Provider reimbursement requires receipt of a clean claim. A claim shall be considered clean only if the claim requires no further information, documentation, adjustment or alteration by Provider to be adjudicated by DentaQuest. Any dispute regarding payment shall be deemed waived unless Provider submits written notification of the reasons for the dispute within sixty (60) days of receipt of the payment, statement of denial or adjustment. Provider agrees that DentaQuest can adjust future payments or request Provider refund an amount equal to any payment made to Provider in error by DentaQuest including but not limited to an overpayment, duplicate payment, an ineligible member or for any other reason for which payment should not have initially been made.

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**ATTACHMENT A-1
COVERKIDS PLAN
SCHEDULE OF ALLOWABLE FEES**

****PLEASE REFER TO OFFICE REFERENCE MANUAL ON DENTAQUEST'S WEBSITE FOR COVERED SERVICES****

Code	Description	Fee	Code	Description	Fee
D0120	periodic oral exam	\$24.00	D2750	crown - porc/metal high noble	\$552.00
D0140	limited oral evaluation	\$24.00	D2751	crown - porc/metal base	\$552.00
D0150	comprehensive oral evaluation	\$35.00	D2752	crown - porc/metal noble	\$552.00
D0160	detailed & extensive oral evaluation	\$50.00	D2782	crown - 3/4/metal noble	\$552.00
D0170	re-evaluation	\$24.00	D2783	crown - 3/4 porc/ceramic	\$552.00
D0180	comprehensive periodontal evaluation	\$32.00	D2790	crown - full metal high noble	\$552.00
D0210	intraoral - complete series	\$75.00	D2791	crown - full metal base	\$552.00
D0220	intraoral - periapical 1st film	\$15.00	D2792	crown - full metal noble	\$552.00
D0230	intraoral - periapical each additional	\$12.00	D2799	provisional crown	\$190.00
D0240	intraoral - occlusal film	\$15.00	D2910	recement inlay	\$45.00
D0270	bitewing - single film	\$14.00	D2920	recement crown	\$50.00
D0272	bitewing - two films	\$22.00	D2930	crown - stainless steel primary	\$125.00
D0274	bitewing - four films	\$34.00	D2931	crown - stainless steel permanent	\$157.00
D0277	vertical bitewings - 7 to 8 films	\$40.00	D2932	crown - prefab resin	\$165.00
D0321	other tmj films - by report	\$89.00	D2933	crown - stainless steel w/ window	\$174.00
D0330	panoramic film	\$60.00	D2940	sedative filling	\$53.00
D0340	cephalometric film	\$60.00	D2950	core buildup w/ pins	\$130.00
D0350	oral/facial images	\$10.00	D2951	pin retention - per tooth	\$36.00
D0360	cone beam ct - craniofacial data capture	\$10.00	D2952	cast post & core	\$200.00
D0363	cone beam - three-dimensional image reconstruction using existing data includes multiple images	\$10.00	D2954	prefab post & core	\$170.00
D0415	bacteriologic studies	\$10.00	D2960	labial veneer - resin - chairside	\$300.00
D0431	adjunctive pre-diagnostic test for mucosal abnormalities	\$5.00	D2962	labial veneer - porcelain - lab	\$500.00
D0460	pulp vitality tests	\$30.00	D2971	additional procedures to construct new crown under partial	By Report
D0470	diagnostic casts	\$55.00	D2980	crown repair - by report	\$45.00
D1110	prophylaxis - adult	\$35.00	D2999	unspecified procedure - by report	By Report
D1120	prophylaxis - child	\$35.00	D3110	pulp cap - direct	\$39.00
D1206	fluoride varnish	\$20.00	D3120	pulp cap - indirect	\$38.00
D1208	topical application of fluoride	\$20.00	D3220	pulpotomy	\$95.00
D1330	oral hygiene instructions	\$26.00	D3221	gross pulpal debridement	\$98.00
D1351	sealant - per tooth	\$28.00	D3230	pulpal therapy anterior primary	\$98.00
D1510	space maintainer - fixed - unilateral	\$175.00	D3240	pulpal therapy posterior primary	\$98.00
D1515	space maintainer - fixed - bilateral	\$253.00	D3310	root canal - anterior	\$355.00
D1525	Space maintainer - removable bilateral	\$38.00	D3320	root canal - bicuspid	\$425.00
D1550	recement space maintainer	\$38.00	D3330	root canal - molar	\$519.00
D2140	amalgam - 1 surface	\$60.00	D3331	treatment of root canal obstruction	\$131.00
D2150	amalgam - 2 surface	\$73.00	D3332	incomplete endodontic therapy	\$145.00
D2160	amalgam - 3 surface	\$85.00	D3346	retreatment - anterior	\$507.00
D2161	amalgam - 4+ surface	\$92.00	D3347	retreatment - bicuspid	\$555.00
D2330	composite - 1 surface anterior	\$75.00	D3348	retreatment - molar	\$661.00
D2331	composite - 2 surface anterior	\$90.00	D3351	apexification - initial	\$201.00
D2332	composite - 3 surface anterior	\$108.00	D3352	apexification - interim	\$91.00
D2335	composite - 4+ surface anterior	\$143.00	D3353	apexification - final including rt canal-fill	\$139.00
D2390	composite crown - anterior	\$168.00	D3410	apicoectomy - anterior	\$349.00
D2391	composite - 1 surface posterior	\$77.00	D3421	apicoectomy - bicuspid - first root	\$363.00
D2392	composite - 2 surface posterior	\$95.00	D3425	apicoectomy - molar - first root	\$393.00
D2393	composite - 3 surface posterior	\$119.00	D3430	retrograde filling - per root	\$136.00
D2394	composite - 4+ surface posterior	\$143.00	D4210	gingivectomy - per quad - 4+ teeth	\$330.00
D2543	onlay - metallic - 3 surface	\$574.00	D4211	gingivectomy - per quad - 1-3 teeth	\$99.00
D2544	onlay - metallic - 4+ surface	\$576.00	D4249	crown lengthening - hard tissue	\$125.00
D2644	onlay - porc/ceramic - 4+ surface	\$473.00	D4260	osseous surgery - 4+ teeth per quad	\$523.00
D2740	crown - porc/ceramic	\$552.00	D4261	osseous surgery - 1 to 3 teeth per quad	\$131.00
			D4263	bone replacement graft - 1st site in quad	\$218.00
			D4265	biologic materials - regeneration	\$125.00

Code	Description	Fee	Code	Description	Fee
D4266	tissue regeneration - resorbable - per site	\$263.00	D6750	crown - porc/metal high noble	\$552.00
D4271	free soft tissue graft	\$525.00	D6751	crown - porc/metal base	\$552.00
D4273	subepithelial tissue graft	\$584.00	D6752	crown - porc/metal noble	\$552.00
D4321	provisional splinting - extracoronal	\$153.00	D6930	recement bridge	\$74.00
D4341	periodontal scaling and root planing - per quad	\$135.00	D6950	stress breaker	\$298.00
D4342	scaling and root planing - 1 to 3 teeth per quad	\$34.00	D6972	prefab post & core	\$170.00
D4355	full mouth debridement	\$95.00	D6973	core buildup & pins	\$130.00
D4381	chemotherapeutic agents - per tooth by report	\$35.00	D7111	coping - metal	\$58.00
D4910	periodontal maintenance	\$79.00	D7140	extraction - erupted tooth or exposed root	\$68.00
D4999	unspecified procedure - by report	By Report	D7210	extraction - surgical	\$134.00
D5110	complete denture - max	\$724.00	D7220	impaction - soft tissue	\$169.00
D5120	complete denture - mand	\$724.00	D7230	impaction - partially bony	\$220.00
D5130	immediate denture - max	\$750.00	D7240	impaction - completely bony	\$255.00
D5140	immediate denture - mand	\$751.00	D7241	impaction - completely bony - surgical complications	\$356.00
D5211	partial denture - resin max	\$549.00	D7250	surgical removal of residual roots	\$134.00
D5212	partial denture - resin mand	\$554.00	D7270	tooth reimplantation	\$278.00
D5213	partial denture - metal max	\$800.00	D7280	surgical access of unerupted tooth for orthodontics	\$204.00
D5214	partial denture - metal mand	\$800.00	D7283	placement of device to facilitate eruption of impact tooth	\$37.00
D5225	partial denture - flexible base - max	\$549.00	D7285	biopsy-hard	\$153.00
D5226	partial denture - flexible base - mand	\$554.00	D7286	biopsy - soft	\$143.00
D5281	removable unilateral partial denture	\$480.00	D7310	alveoloplasty w/ extractions	\$133.00
D5510	repair - complete denture	\$100.00	D7311	alveoloplasty w/ extractions - 1 -3 teeth/spaces per quad	\$67.00
D5520	repair - missing/broken teeth	\$85.00	D7320	alveoloplasty w/o extractions	\$182.00
D5610	repair - denture base	\$95.00	D7410	excision benign lesion - 1.25 cm	\$176.00
D5620	repair - cast framework	\$150.00	D7510	incision & drainage - intraoral	\$121.00
D5630	repair - broken clasp	\$125.00	D7520	Incision and drainage of abscess - extraoral soft tissue	\$121.00
D5640	replace broken teeth	\$85.00	D7880	occlusal orthotic device - by report	\$413.00
D5650	add tooth - partial	\$105.00	D7953	bone replacement graft for ridge preservation - per site	\$520.00
D5660	add clasp - partial	\$125.00	D7960	frenulectomy	\$208.00
D5730	reline - complete dent max chair	\$175.00	D9110	palliative treatment	\$50.00
D5731	reline - complete dent mand chair	\$175.00	D9120	fixed partial denture sectioning	\$65.00
D5740	reline - partial dent max chair	\$148.00	D9210	local anesthesia w/o operative or surgical procedure	\$18.00
D5741	reline - partial dent mand chair	\$148.00	D9215	regional block anesthesia	\$18.00
D5750	reline - complete dent max lab	\$228.00	D9220	general anesthesia - 1st 30 min	\$233.00
D5751	reline - complete dent mand lab	\$220.00	D9221	general anesthesia - each 15 min	\$79.00
D5760	reline - partial dent max lab	\$213.00	D9230	analgesia	\$30.00
D5761	reline - partial dent mand lab	\$213.00	D9241	iv sedation - 1st 30 min	\$197.00
D5820	interim partial denture - max	\$308.00	D9242	iv sedation - each 15 min	\$71.00
D5821	interim partial denture - mand	\$326.00	D9248	non-intravenous conscious sedation	\$89.00
D5850	tissue conditioning - max	\$75.00	D9420	hospital call	\$30.00
D5862	precision attachment - by report	\$125.00	D9430	office visit for observation	\$10.00
D6010	surgical placement of implant body - endosteal implant	\$1,111.00	D9440	Office Visit (after regular office hours)	\$20.00
D6056	prefabricated abutment	\$338.00	D9610	therapeutic drug injection - by report	\$26.00
D6057	custom abutment	\$469.00	D9630	other drugs/medications - by report	\$27.00
D6059	abutment supported crown - porc/metal high noble	\$689.00	D9910	desensitizing medicament	\$22.00
D6065	implant supported crown - porc/ceramic	\$740.00	D9911	desensitizing resin - per tooth	\$41.00
D6066	implant supported crown - porc/metal high noble	\$733.00	D9930	treatment of complications - post surgical - by report	\$48.00
D6069	abutment supported retainer - crown - porc/metal high noble	\$672.00	D9940	occlusal guard - by report	\$275.00
D6240	pontic crown - porc/metal high noble	\$552.00	D9951	occlusal adjustment - limited	\$80.00
D6241	pontic crown - porc/metal base	\$552.00	D9971	occlusal adjustment - complete	\$62.00
D6242	pontic crown - porc metal noble	\$552.00	D9972	external bleaching - per arch	\$182.00
D6545	retainer - met for resin bonded	\$415.00	D9999	external bleaching - per tooth	By Report
D6740	crown - porc/ceramic	\$552.00			

**AUTHORIZATION TO HONOR DIRECT AUTOMATED CLEARING HOUSE (ACH) CREDITS
DISBURSED BY DENTAQUEST, LLC**

INSTRUCTIONS

1. Complete all parts of this form.
 2. Execute all signatures where indicated. If account requires counter signatures, both signatures must appear on this form.
 3. **IMPORTANT:** Attach voided check from checking account.
-

MAINTENANCE TYPE:

_____ Add
_____ Change (Existing Set Up)
_____ Delete (Existing Set Up)

ACCOUNT HOLDER INFORMATION:

Account Number: _____

Account Type: _____ Checking
_____ Personal _____ Business (choose one)

Bank Routing Number:

Bank Name: _____

Account Holder Name: _____

Effective Start Date: _____

As a convenience to me, for payment of services or goods due me, I hereby request and authorize **DentaQuest, LLC** to credit my bank account via Electronic Funds Transfer for the (agreed upon dollar amounts and dates.) I also agree to accept my remittance statements online and understand paper remittance statements will no longer be processed.

This authorization will remain in effect until revoked by me in writing. I agree you shall be fully protected in honoring any such credit entry.

I understand in endorsing or depositing this check that payment will be from Federal and State funds and that any falsification, or concealment of a material fact, may be prosecuted under Federal and State laws.

I agree that your treatment of each such credit entry, and your rights in respect to it, shall be the same as if it were signed by me. I fully agree that if any such credit entry be dishonored, whether with or without cause, you shall be under no liability whatsoever.

Date

Print Name

Phone Number

Signature of Depositor (s) (As shown on Bank records for the account, which this authorization applicable.)

Legal Business/Entity Name (As appears on W-9 submitted to DentaQuest)

Tax Id (As appears on W-9 submitted to DentaQuest)

Please attach your VOIDED check here

NAME
ADDRESS
CITY, STATE ZIP

0123
01-23456789

DATE

PAY TO THE ORDER OF

\$

DOLLARS

BANK NAME
ADDRESS
CITY, STATE ZIP

FOR

⑆012345678⑆ 01234567890123⑆ 0123

Bank Routing Number Bank Account Number Check Number

Legal Business/Entity Name: _____

Tax ID Number _____



Hamilton County Board of Commissioners

RESOLUTION

No. 314-22

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH TERRACON FOR GEOENVIRONMENTAL TESTING AND INSPECTION SERVICES NECESSARY FOR CONSTRUCTION OF THE NEW EAST BRAINERD ELEMENTARY SCHOOL FOR AN AMOUNT NOT TO EXCEED \$250,000.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 613-26 was approved by this Legislative Body on June 15, 2013 approving hourly rates and testing service fees for the geoenvironmental services provided by Terracon; and,

WHEREAS, the total amount of the contract shall not exceed \$250,000.00 without approval by the County Commission; and,

WHEREAS, the amount will be paid out of previously budgeted funds.

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

That the County Mayor is authorized to enter into and execute an agreement with Terracon to provide geoenvironmental testing and inspection services for the New East Brainerd Elementary School for an amount not to exceed \$250,000.00 of previously budgeted funds.

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 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 613-26

A RESOLUTION ACCEPTING THE QUALIFICATIONS AND FEE SCHEDULES OF S&ME, INC., THOMPSON ENGINEERING, TERRACON, GEOSERVICES, LLC, ARCADIS U.S., INC., MARION ENVIRONMENTAL, INC., MORELAND ALTABELLI ASSOCIATES, INC., AND ENVIRONMENTAL & CIVIL ENGINEERING SERVICES FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 2, 2013 THROUGH JULY 1, 2014, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Request for Qualifications (RFQ) were received in response to a public advertisement for one (1) year contract pricing for geotechnical, environmental, facilities, construction materials engineering and testing services and related professional services; and,

WHEREAS, the qualifications of S&ME, Inc., Thompson Engineering, Terracon, GEOServices, LLC, Arcadis U.S., Inc., Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and Environmental & Civil Engineering Services were evaluated and approved to perform geoenvironmental consulting services; and,

WHEREAS, the fee schedules of S&ME, Inc., Thompson Engineering, Terracon, GEOServices, LLC, Arcadis U.S., Inc., Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and Environmental & Civil Engineering Services are accepted; and,

WHEREAS, there will be sufficient funds budgeted from the requisitioning departments requiring geoenvironmental consulting services.

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

That the qualifications and fee schedules of S&ME, Inc., Thompson Engineering, Terracon, GEOServices, LLC, Arcadis U.S., Inc., Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and Environmental & Civil Engineering Services for one (1) year contract pricing, beginning July 2, 2013 through July 1, 2014, for geoenvironmental consulting services, are hereby approved and accepted, 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.

MB: 394
PAGE: 369

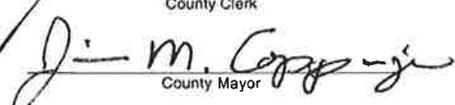
Approved:

CERTIFICATION OF ACTION

Rejected:


County Clerk

Approved:


County Mayor

Vetoed:

June 5, 2013

Date



MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 06/01/2011, agreement reference number) between Hamilton County Engineering, TN ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the East Brainerd Elementary School project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 02/26/2014 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

The project site is located at 7553 Igou Gap Road in Chattanooga, TN. The structure will consist of a 1-story portion and a 2-story portion. The 1-story portion will be "L-shaped" and will be approximately 80 ft. wide and the two legs will be approximately 180 ft. and 200 ft. long. The 2-story portion will be "T-shaped" and will be approximately 80 ft. wide and the stem will be approximately 200 ft. long with the top approximately 450 ft. long. The building will consist of load-bearing masonry with some individual columns.

2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Soils

- Verify proper site preparation per the Geotechnical Engineering Report, prior to fill placement, through subgrade evaluation and observation of proofrolling.
- Observe the site after topsoil has been stripped and existing structures demolished to verify that any objectionable soils and materials have been removed.
- Observe proofrolling of the exposed soils after the stripping/demolition to locate areas that may require undercutting. Areas above final grade will be proofrolled after they are cut to grade, and areas below final grade will be proofrolled prior to fill being placed.
- Observe undercutting operations to determine when the specified materials have been exposed, upon request and approval of additional charge.
- Estimate undercut/rock quantities based on physical measurements obtained from the field, upon request and approval of additional charge.
- Perform laboratory proctor and other related laboratory tests on representative fill soils in general accordance with ASTM and per project plans and specifications.
- Perform in-place field density tests per ASTM to verify the percent compaction achieved by the contractor.
- Report soil inspection and testing activities to the appropriate project representatives and contractor and provide test results in a written report.

Foundations

- Perform tests on shallow/spread foundation soils utilizing a dynamic cone penetrometer (DCP) to evaluate soil bearing pressures in shallow foundations.
- Inspect soils and rock at foundation bearing level to verify that the materials encountered in the foundation excavations are similar to those for which the allowable design bearing pressure was recommended.
- Provide recommendations for unsuitable soils identified in foundation excavations, if applicable.

Asphalt Paving

- Observe proofrolling of subgrade soils prior to placement of stone base.
- Perform in-place field density tests in general accordance with ASTM and thickness tests in base materials to verify that they are properly compacted and of sufficient thickness.
- Observe and proofroll base materials prior to placement of asphaltic concrete.
- Obtain asphaltic concrete cores for laboratory density, saturated-surface dry testing in general accordance with ASTM D 2726 and thickness.
- Obtain asphaltic concrete bulk samples for laboratory Maximum Theoretical Specific Gravity, Marshall flow and stability testing in general accordance with ASTM D 1559 and laboratory asphalt extraction/aggregate gradation testing in general accordance with ASTM D 2172.

*Please provide Terracon with the Job Mix Formulas for binder and surface mixes prior to asphalt placement.

Concrete Testing

We anticipate the scope of concrete-related sampling and testing to include the items listed below. We assume a contractor's representative will provide on-site storage container(s) for initial curing of cylinder samples capable of controlling temperatures within the range specified by ASTM C31.

- Sample fresh, plastic concrete in general accordance with ASTM C172 and ASTM C31. Mold 5 standard cylinders for compressive strength testing every 50 cubic yards for each class of concrete placed each day.
- Perform a slump test in accordance with ASTM C143 for each set of specimens or more frequently if changes occur in the consistency.
- Perform air content tests on normal weight concrete in accordance with ASTM C172 and C231.
- Measure the concrete and ambient air temperatures in accordance with ASTM C1064.
- Perform unit weight of concrete in accordance with ASTM C138 for each set of specimens.
- Record the amount of water and/or admixtures added on the site.
- Laboratory cure and perform compressive strength testing of cylinders per the contract specifications.

- Verify placement of reinforcing steel, including size, grade, type, location, and spacing.
- Perform Floor Flatness/Floor Levelness* (FF/FL) testing on concrete surfaces requiring FF/FL in general accordance with ASTM. We are assuming testing in the cafeteria, gymnasium, and the front entrance lobby.
- Report test results to personnel specified by contract documents.

*Please provide Terracon with a minimum 72 hour notice for FF/FL services. Also, note that ASTM requires FF/FL testing to be performed within 72 hours of concrete placement.

Vapor Emissions (depending on adhesive used)

- The scope of our services is expected to include testing and recording vapor emissions.
- Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

Relative Humidity in Concrete Floors using In Situ Probes (depending on adhesive used)

- The scope of our services is expected to include testing and recording of relative humidity.
- We have been requested to place two probes in locations provided to us by you.
- Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

Structural Steel

- Verify that the fabricator is approved and/or qualified, and review fabricator's quality control procedures.
- Inspect steel frame joint details for compliance with approved construction documents.
- Check welding procedures and welding operator qualification records.
- Review mill certifications.
- Review weld filler materials certifications.
- Perform continuous inspection of structural welding in accordance with AISC Seismic Provisions.
- Ultrasonically test for discontinuities behind and adjacent to welds with base metal thicker than 1.5 inches where subject to through-thickness weld shrinkage strains.
- Perform continuous visual inspections and testing during the structural steel erection process in general accordance with the AISC Manual of Steel Construction, the AWS Structural Welding Code – AWS D1.1, the International Building Code (IBC), and the project specifications. Items inspected include:
 - ❖ Deck welds - spacing and quality;
 - ❖ Stud shear connectors - count, spacing, and weld quality; and
 - ❖ High-strength bolted connections - proper installation procedures and hardware.
- Perform ultrasonic testing of weld quality of all full-penetration welds and all field welds greater than 5/16 inches in thickness in general accordance with IBC.
- Perform non-destructive testing (NDT) of weld quality (i.e. ultrasonic, radiography, magnetic particle, and liquid penetrant) as required by the project specifications.
- Perform visual observation* of field-welded connections.
- Ultrasonic testing of complete joint penetration (CJP) welded connections.
- Visual observation of elevated metal decking to assess decking type, gauge, and overhang.
- Visual observation of high strength bolt installation for snug tight joints.
- Visual observation of high strength bolt installation for fully pre-tensioned joints utilizing the turn-of-the-nut method with match-marking techniques, the direct tension indicator method, or the alternate design fastener (twist-off) method.

(Note: For projects requiring fully pre-tensioned/slip critical high-strength bolted connections, pre-installation verification testing of the bolt assemblies in accordance with the RCSC's Specification for Structural Joints Using ASTM A325 or A490 Bolts and full-time monitoring of the turn-of-the-nut method is required to be observed.

*Visual observation assumes all welds are single-pass fillet welds less than 5/16" in size. If welds are multi-pass fillet welds or prepared groove welds, Terracon must be present during fit-up and welding of the joints unless otherwise directed in writing by the Structural Engineer-of-Record.

Masonry

- Verify placement of reinforcing steel, including size, grade, type, location, and spacing.
- Verify that cells are clean prior to grouting.
- Observe grout placement.
- Sample fresh, plastic grout. Mold samples per set for compressive strength testing. Make 1 set of samples on each of the first three days of placement and mold 5 sets of samples for compressive strength testing each 50,000 CMU installed.
- Observe masonry for proper protection during hot and cold weather.
- Verify type, size, and location of anchors, including details of anchorage of masonry to structural members, frames, or other construction.

NPDES Construction Storm Water

Terracon will provide NPDES Construction Storm Water inspections by a Tennessee Erosion Prevention and Sediment Control (TNEPSC) certified inspector. The inspections will include routine inspections of implementation and maintenance of best management practices (BMPs) as well as recommendations for maintaining compliance. As required by the Tennessee General Construction Storm Water Permit, inspections will be conducted two times within a seven day period and will occur at least 72 hours apart. Inspection reports will be submitted to the client via email in PDF format and a hard copy will be placed in the onsite records at the time of the subsequent inspection.

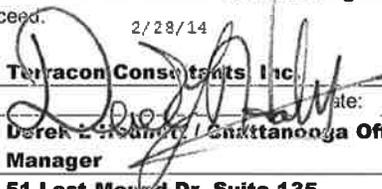
3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Terracon will provide the scope of services described on a time and materials (hourly and unit rate) basis. However, the construction schedule, weather conditions, efficiency of scheduling by site personnel, construction workmanship, etc. will determine the actual cost of our services. Based on the above scope, information provided, and noted assumptions; we are providing a do not exceed cost for testing to be **\$250,000** for the proposed services on this project.

The billing for our services will be directed to your attention on a monthly basis. Please see Exhibit C. These are the agreed upon rates in the agreement between Hamilton County Engineering, TN and Terracon Consultants, Inc.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

2/28/14

Consultant: **Terracon Consultants Inc.**
By:  Date: **2/28/2014**
Name/Title: **Derek L. Hodnett / Chattanooga Office
Manager**
Address: **51 Lost Mound Dr. Suite 135
Chattanooga, TN 37406**
Phone: **(423) 499-6111** Fax: **(423) 499-8099**
Email: **dlhodnett@terracon.com**

Client: **Hamilton County Engineering, TN**
By: _____ Date: _____
Name/Title: **John Agan**
Address: **1250 Market Street, Suite 3050
Chattanooga, TN 37402**
Phone: **(423) 209-7840** Fax: _____
Email: **johna@hamiltontn.gov**

Hamilton County, Tennessee and
Hamilton County Department of Education
Geoenvironmental Consultant Fee Schedule
Exhibit C

FIELD EXPLORATION

Drilling and Exploration

Mobilization - truck		
Local Mobilization with drilling equipment	\$ 350.00	/ea
With Drilling Equipment	\$ 2.00	/mi
Mobilization - ATV		
Local Mobilization with drilling equipment	\$ 500.00	/ea
With Drilling Equipment	\$ 3.00	/mi
Clearing and Access		
Mobilization	\$ 400.00	/ea
Dozer	\$ 110.00	/hr
Backhoe	\$ 90.00	/hr
Per Diem		/day
Soil Boring Advancement with SPT		
0-50 feet Depth Range	\$ 9.50	/ft
50+ feet Depth Range	\$ 12.00	/ft
Extra Split Spoon Samples	\$ 15.00	/ea
Auger Boring	\$ 8.00	/ft
Undisturbed Sampling		
Shelby Tube	\$ 60.00	/ea
Piston/Pitcher Sampler	\$ 150.00	/ea
Bulk Samples	\$ 25.00	/ea
Hourly for Drill Crew		
Specialty Drilling	\$ 210.00	/hr
Standby	\$ 160.00	/hr
Rock Coring (N Series)		
Coring Setup (per boring)	\$ 125.00	/loc
0-50 feet Depth Range	\$ 32.00	/ft
50+ Depth Range	\$ 35.00	/ft
Core Boxes	N/C	/ea
Rock Coring (H Series)		
Coring Setup (per boring)	\$ 150.00	/ea
0-50 feet Depth Range	\$ 35.00	/ft
50+ Depth Range	\$ 40.00	/ft
Core Boxes	\$ 20.00	/ea
Temporary Piezometer Installation	\$ 15.00	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	\$ 240.00	/ea
0-50 feet Depth Range	\$ 20.00	/ft
50+ feet Depth Range	\$ 24.00	/ft

Temporary Casing Installation, 6"		
0-50 feet Depth Range	\$ 12.00	/ft
50+ feet Depth Range	\$ 17.00	/ft
Permanent Casing Installed, 6"		
0-50 feet Depth Range	\$ 24.00	/ft
50+ feet Depth Range	\$ 28.00	/ft
Direct Push Rig		
Daily	\$ 1,600.00	/day
Macro Core Sleeves	\$ 6.00	/ea
Prepack Well	\$ 24.00	/ft
Expendable Tips	\$ 12.00	/ea
Tubing	\$ 1.20	/ft
Monitor Well Installation		
0-50 feet Depth Range	\$ 22.00	/ft
50+ feet Depth Range	\$ 28.00	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	\$ 360.00	/ea
4"x4"x5' Steel Locking Shroud	\$ 60.00	/ea
6"x6"x5' Steel Locking Shroud	\$ 120.00	/ea
8" Flush Shroud	\$ 60.00	/ea
4" diameter protective posts	\$ 60.00	/ea
Well Abandonment - 2" PVC		
Plug in place	\$ 10.00	/ft
Pad/shroud removal	\$ 120.00	/ea
Minimum Drilling Charge per project	\$ 1,200.00	/ea
Boring Grouting		
4" Diameer Hole	\$ 10.00	/ft
6" diamter hole	\$ 12.00	/ft

EQUIPMENT USE CHARGE

Equipment Usage Charges

Electrical Resistivity	\$ 500.00	/day
Ground Penetrating Radar	\$ 800.00	/day
Surface Seismic Array	\$ 600.00	/day
Down Hole Seismic	\$ 900.00	/day
Nuclear Density Gauge	N/C	/day
Concrete Testing Equipment	N/C	/day
Dynamic Cone Penetrometer	N/C	/day
Core Machine	\$ 65.00	/day
Core Bit Wear	\$ 1.25	/in/in
High Pressure Washer	\$ 66.00	/day
Steam Cleaner	\$ 120.00	/day
Grouting Unit	\$ 240.00	/day
Water Trailer	\$ 240.00	/day
Air Compressor	\$ 120.00	/day
Generator	\$ 55.00	/day
Jackhammer - Electric	\$ 85.00	/day
Jackhammer - Air	\$ 65.00	/day
Pickup Truck 1/2 ton	N/C	/day
Pickup Truck 3/4 ton	N/C	/day
Photoionization Detector	\$ 125.00	/day

Pumps

Centrifual Pump	\$ 85.00	/day
Peristaltic Pump	\$ 85.00	/day
Purge Pump	\$ 85.00	/day

Meters

pH Meter	\$ 15.00	/day
Specific Conductance Meter	\$ 15.00	/day
DO Meter	\$ 75.00	/day
ORP Meter	\$ 50.00	/day
Explosive Gas Meter	\$ 30.00	/day
Pressure Transducer	\$ 20.00	/day
Data Logger	\$ 20.00	/day
Oil/Water Interface Probe	\$ 25.00	/day
Electric Water Level Indicator	\$ 25.00	/day

Supplies

Bailers	\$ 12.00	/ea
Petroleum Absorbent Booms	\$ 60.00	/ea
Drums, 55-gal	\$ 75.00	/ea
Plastic	N/C	/ea
Other:		

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Shear Strength Tests

Unconfined Compression Test	\$ 85.00 /ea
Triaxial Compression Tests	
UU	\$ 125.00 /ea
UU - Saturated	\$ 175.00 /ea
CU with Pore Pressure Measurement	\$ 950.00 /ea
CD	\$ 1,050.00 /ea

Classification Tests

Atterberg Limits	\$ 75.00 /ea
Particle Size Analysis (2" - #200)	\$ 90.00 /ea
Particle Size Analysis (1/4" - #200)	\$ 90.00 /ea
Particle Size Analysis (hydrometer)	\$ 95.00 /ea
Wash #200	\$ 60.00 /ea

Consolidation Tests

Consolidation	\$ 380.00 /ea
Consolidation with Hysteresis	\$ 480.00 /ea

Permeability Tests

Constant Head	\$ 200.00 /ea
Controlled Gradient	\$ 200.00 /ea

Earthwork Tests

Compaction Tests (Proctor): Soil, Standard	\$ 145.00 /ea
Compaction Tests (Proctor): Soil, Modified	\$ 160.00 /ea
Compaction Tests (Proctor): Stone, Standard	\$ 145.00 /ea
Compaction Tests (Proctor): Stone, Standard	\$ 160.00 /ea
Proctor Check Point	\$ 40.00 /ea
CBR, Soaked - Three points with plot	\$ 615.00 /ea

Miscellaneous Tests

Separate Moisture Content	\$ 10.00 /ea
Separate Unit Weight Determination	\$ 20.00 /ea
Specific Gravity	\$ 75.00 /ea
pH Determination	\$ 40.00 /ea
Resitivity	\$ 85.00 /ea
Remolded Sample Preparation	\$ 35.00 /ea
Saw Shelby Tube	\$ 15.00 /ea
Organic Content	\$ 55.00 /ea

Concrete Testing

Compressive Strength (/specimen made)	\$ 14.00 /ea
Floor Flatness and Levelness Testing	\$ 0.09 /sf
Vapor Emissions Testing	\$ 50.00 /test
Compressive Strength of Core Samples	\$ 30.00 /core
Concrete Mix Design Verification	\$ 360.00 /mix

Asphalt Testing

Asphalt Extraction and Gradation	\$ 125.00	/ea
Marshall Density, Stability & Flow	\$ 150.00	/ea
Theoretical Density and Specific Gravity	\$ 160.00	/ea
Asphalt Core Density	\$ 32.50	/ea
Asphalt Core Thickness	\$ 10.00	/ea
Asphalt Patch (bag)	\$40.00	/ea

Masonry

Grout Compression Test	\$ 60.00	/set
Mortar Cubes	\$ 15.00	/cube
Compressive Strength/Absorption of Block	\$ 300.00	/set
Masonry Composite Compression Test	\$ 125.00	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

Principal/Chief Engineer	\$ 175.00	/hr
Senior Registered Professional	\$ 150.00	/hr
Project Registered Professional	\$ 125.00	/hr
Staff Professional	\$ 105.00	/hr
Field Professional	\$ 85.00	/hr
Project Manager	\$ 100.00	/hr
Health and Safety Specialist	\$ 85.00	/hr
Senior Environmental Specialist	\$ 105.00	/hr
Project Environmental Specialist	\$ 85.00	/hr
Staff Environmental Specialist	\$ 75.00	/hr
Senior Industrial Hygienist	\$ 105.00	/hr
Industrial Hygienist	\$ 85.00	/hr
Senior Ecologist	\$ 105.00	/hr
Staff Ecologist	\$ 85.00	/hr
Senior Archaeologist	\$ 55.00	/hr
Staff Archaeologist	\$ 40.00	/hr
Technical Administrator	\$ 50.00	/hr
CAD Technician I	\$ 55.00	/hr
CAD Technician II	\$ 65.00	/hr
Steel Inspector, CWI	\$ 85.00	/hr
Steel Inspector NDE, ASNT Level II	\$ 95.00	/hr
Steel Inspector NDE, ASNT Level III	\$ 105.00	/hr
Roofing Observer	\$ 100.00	/hr
Senior Special Inspector	\$ 85.00	/hr
Special Inspector	\$ 55.00	/hr
Senior Engineering Technician	\$ 48.00	/hr
Engineering Technician	\$ 40.00	/hr
Senior Environmental Technician	\$ 48.00	/hr
Environmental Technician	\$ 40.00	/hr
Overtime Multiplier (over 8 hrs/day)	x1.5	
Overtime Multiplier (Weekends)	x1.5	
Overtime Multiplier (Holidays)	x1.75	

* Overtime rates apply to non-exempt employees

EXPENSES

Mileage	\$ 1.00	/mi
Per Diem	\$ 100.00	/day
Report Production	\$ 0.20	/pg
Suboncontract Services	\$ 15.00	% + Cost
Analytical Laboratory Testing	\$ 15.00	% + Cost
Fuel Surcharge	N/ C	/mi
Misc. reimbursable	\$ 15.00	% + Cost
Other:		



Hamilton County Board of Commissioners RESOLUTION

No. 314-23

A RESOLUTION AUTHORIZING THE PAYMENT OF FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00) IN SETTLEMENT OF A CLAIM AGAINST HAMILTON COUNTY AND THE HAMILTON COUNTY SHERIFF'S OFFICE AS BROUGHT BY THE HEIR-OF-LAW OF JASON MATTHEW LOGAN FOR HIS DEATH WHILE IN CUSTODY AT THE HAMILTON COUNTY JAIL.

WHEREAS, litigation has been instituted against Hamilton County, Tennessee, and the Hamilton County Sheriff's Office by the heirs-at-law of Jason Matthew Logan for the alleged wrongful death of said Jason Matthew Logan while in custody of the Hamilton County Jail; and

WHEREAS, even though Hamilton County denies liability for said death, through non-binding mediation involving representatives of the interested parties, and subject to the approval of this county legislative body, a settlement of Forty-Eight Thousand Dollars (\$48,000.00) has been reached for the complete satisfaction of any and all claims arising from the death of said Jason Matthew Logan as he and/or his heir has, or might have, against both Hamilton County and the Hamilton County Sheriff's Office; and

WHEREAS, this county legislative body feels that the payment of said amount would be in the best interest of the citizens of Hamilton County, and would bring about a fair disposition of this matter.

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

That the payment of Forty-Eight Thousand Dollars (\$48,000.00) is hereby authorized to be paid to the heir-at-law of Jason Matthew Logan for the full and complete settlement of any and all claims that he and/or his heir-at-law has, or might have, against Hamilton County and the Hamilton County Sheriff's Office for his death while being confined in the Hamilton County Jail.

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 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 314-24

A RESOLUTION ACCEPTING THE PERMIT AGREEMENT FOR THE OCCUPANCY AND USE OF PREMISES FOR BLIND OPERATED VENDING FACILITIES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Hamilton County Sheriff's Office was court ordered to enter into an agreement with Department of Human Services, Blind Vendor Enterprises, to permit and provide inmate commissary and vending services at the Hamilton County Jail; and

WHEREAS, the Department of Human Services will agree that the commissary service will be available as agreed upon by Hamilton County and that the licensed blind vendor will be responsible for managing and accounting for all commissary funds; and

WHEREAS, the agreement shall remain in effect until terminated by either Hamilton County or the Department of Human Services upon sixty (60) days written notice.

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

That the agreement with the Department of Human Services to provide commissary and vending services is hereby approved to be effective upon full execution, and the County Mayor is hereby authorized to sign any contract 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 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 314-25

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE COCA-COLA BOTTLING COMPANY UNITED, INC. PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, pursuant to Tennessee Code Annotated, Section 7-53-305(b) the County of Hamilton (the "County") is permitted to delegate to The Industrial Development Board of the City of Chattanooga (the "Board") the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Board upon a finding by the County that such payments are deemed to be in furtherance of the Board's public purposes; and

WHEREAS, Coca-Cola Bottling Company United, Inc. (the "Company") is contemplating the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, the construction of a distribution facility and certain other real property improvements thereon, and the acquisition and installation of certain machinery, equipment and other personal property to store and distribute its consumer products at the distribution facility to be constructed (collectively, the "Project") and because of the substantial economic benefits to the City of Chattanooga and Hamilton County resulting from the Project, has asked the Board and the County Commission to approve payments in lieu of ad valorem taxes; and

WHEREAS, the Commission has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Board's public purposes as set forth within Chapter 53 of Title 7 of the Tennessee Code Annotated;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION:

That we do hereby find that the Project is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Board's public purposes; and

That, having made such a finding in this instance, we do hereby delegate to the Board the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and

That the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes in substantially the form attached hereto, with such changes thereto as he shall approve; and,

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 19, 2014

Date

**AGREEMENT FOR PAYMENTS IN LIEU
OF AD VALOREM TAXES**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this the ___ day of _____, 2014, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **COCA-COLA BOTTLING COMPANY UNITED, INC.**, an Alabama corporation (the “Company”); the **CITY OF CHATTANOOGA** (the “City”); and **HAMILTON COUNTY** (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by **WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE** (the “Trustee”), and by **WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY** (the “Assessor”).

WITNESSETH:

WHEREAS, the Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Existing Property”); (ii) the construction of a new facility and other real property improvements on the Existing Property (the “Real Property Improvements”) (the Real Property Improvements and the Existing Property shall be collectively referred to as the “Real Property”); and (iii) the acquisition of machinery, equipment and other personal property, as more particularly described on Exhibit B attached hereto and incorporated herein (the “Personal Property”) (the Personal Property and the Real Property shall be collectively referred to as the “Property”) for use as a distribution facility and related purposes (the Real Property Improvements and the Personal Property shall be referred to as the “Project”), resulting in an investment of at least \$62,000,000, the creation of at least 43 full-time jobs, and

the retention of at least 270 full-time jobs by the Company, which jobs shall have an average annual wage (excluding benefits) equal to at least \$45,000.00 between [_____ 1, 2014] and [_____ 1, 2017] (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, substantial economic benefits to the City and County economies will be derived from the Project; and

WHEREAS, the Board has agreed to take title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and to lease the Property to the Company pursuant to that certain Lease Agreement (the “Lease”), dated of even date herewith, between the Board and the Company; and

WHEREAS, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, § 7-53-101, *et seq.*, the Property will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, § 7-53-305; and

WHEREAS, for the public benefit of the citizens of the City and the County, the Board has requested that the Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

WHEREAS, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property (the “In Lieu Payments”), as more particularly set forth hereinafter; and

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their

duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, including, without limitation, the requirement that the Board collect and expend such payments in furtherance of the public purposes for which the Board was created; and

WHEREAS, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company shall be paid to the Trustee, who shall disburse such amounts to the City and the County in accordance with the requirements specified herein; and

WHEREAS, the Board wishes to designate the Assessor as its agent to appraise the Property and assess a percentage of its value in the manner specified herein; and

WHEREAS, the Board wishes to designate the Trustee as its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes. The Assessor shall give the Trustee, the City Treasurer, the Board, and the Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Trustee as its agent to compute the amounts of the In

Lieu Payments, to receive such payments from the Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the Trustee shall compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Trustee shall send the Board and the Company bills for appropriate amounts of In Lieu Payments (the "Tax Bill").

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, the Company shall pay to the Trustee the amounts indicated on the Tax Bill which amounts shall be determined in accordance with the provisions set forth below in Paragraph 4. The In Lieu Payments shall be made by the Company in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company. For the twelve (12) year period covering and inclusive of years [2016 through 2027] (the "Tax Abatement Period"), the Company shall make In Lieu Payments with respect to the Project in an amount, as determined by the Assessor and the Trustee, equal to the following percentage of the taxes that would have been payable on the Project if it were subject to property taxes for the respective years shown:

<u>Year</u>	<u>City General Fund</u>	<u>County General Fund</u>	<u>County School Fund</u>
2016	0%	0%	100%
2017	0%	0%	100%
2018	20%	20%	100%
2019	20%	20%	100%
2020	35%	35%	100%
2021	35%	35%	100%
2022	45%	45%	100%
2023	45%	45%	100%
2024	45%	45%	100%
2025	45%	45%	100%
2026	45%	45%	100%
2027	45%	45%	100%

For the avoidance of doubt, the parties intend that the Company shall make (i) In Lieu Payments in an amount equal to one hundred percent (100%) of all ad valorem taxes that would be dedicated to the support of the County school system, which the parties acknowledge and agree currently equates to twenty-seven and one tenth percent (27.1%) of the amount of the total City and County taxes that would have been payable on the Project if it were subject to property taxes (the “School Portion”), and (ii) In Lieu Payments in an amount equal to the above graduated amounts for all other ad valorem taxes of the City and the County, excluding the educational portion of the County ad valorem taxes.

For any portion of the Property other than the Project, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on such portion of the Property if it were subject to property taxes. For the avoidance of doubt, the parties intend that the reduced In Lieu Payments shall only apply to new investment in the Property that is undertaken pursuant to this Agreement.

For any periods before the Tax Abatement Period or after the Tax Abatement Period that the Property is owned by the Board and leased to the Company, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

Notwithstanding the above, any amounts assessed as property taxes against the Property shall be credited against any In Lieu Payments due under this Agreement.

5. Penalties and Late Charges. The Company shall make the In Lieu Payments for each year during the term before March 1 of the following year. All In Lieu Payments shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any In Lieu Payment when due, and such failure to pay shall continue and not be fully paid within thirty (30) days after written notice of such non-payment has been provided to the Company, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount. Additional late charges of one and one-half percent (1-1/2%) of the amount shall accumulate and become immediately due and payable upon the expiration of each subsequent thirty (30) day period when there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit against the Company in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees.

(c) If the Company fails to achieve the Investment, Jobs and Wage Projection in connection with the Project by [_____ 1, 2017], then the City and the County reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period by requiring the Company to pay an additional amount of the In Lieu Payments on the Property based upon the actual jobs, wages and investment associated with the Project as compared to the Investment, Jobs and Wage Projection. If the City and the County elect to consider making an adjustment to the terms and conditions of the tax abatement for the Tax Abatement Period, the Assessor and Trustee shall confer with the Chattanooga Area Chamber of Commerce and shall make a reasonable determination of the terms and conditions of the tax abatement for the Tax Abatement Period by applying the policies, practices and procedures in effect as of January 1, 2014 to the actual jobs, wages and investment associated with the Project as of [_____ 1, 2017]. The Assessor and Trustee shall provide this determination to the City and the County. The City and the County may then require the Company to pay an amount up to the difference between the amounts of the In Lieu Payments required pursuant to Paragraph 3 of this Agreement and the amounts that the Company would have paid using the actual jobs, wages and investment associated with the Project.

(d) If the Company fails to maintain at least 235 full time jobs in connection with the Project between [_____ 1, 2017] and [_____ 1, 2020], then the City and the County reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period in the same manner and to the same extent as provided under subsection (c), immediately above,

based upon the actual jobs, wages and investment associated with the Project as of [_____ 1, 2020].

(e) If the If the Company fails to maintain at least 235 full time jobs in connection with the Project between [_____ 1, 2020] and [_____ 1, 2023], then the City and the County reserve the right but are not obligated to terminate the benefits of this Agreement for any years remaining hereunder.

(f) In the event the Project closes or moves from the County during the term of this Agreement, the City and the County reserve the right to immediately terminate the tax abatements provided by this Agreement and require the partial repayment of amounts that would have been payable on the Property as if it were subject to property taxes.

(g) The remedies under paragraphs (c) – (f) shall be the sole remedy for any shortfall in the Investment, Jobs and Wage Projection during the Tax Abatement Period.

6. Disbursements by Trustee. All sums received by the Trustee pursuant to Paragraph 3 for the benefit of the City and County general funds shall be disbursed to the general funds of the City and the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received shall be divided into two (2) accounts, one for the use and benefit of the City and the other for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 3 for the benefit of the

County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. All disbursements to the general funds of the City and County shall be made by the Trustee subject to the requirement that all funds disbursed may be used by the City and the County only in furtherance of the public purposes of the Board, as described in Tennessee Code Annotated, § 7-53-102.

7. Economic Development Fee. For each year beginning with [2018], the Company shall pay to the Board an economic development fee (an “Economic Development Fee”) that equals 5% of the difference between (1) the property taxes that would otherwise be payable for such year on the Project if it were subject to property taxes as calculated by the Trustee pursuant to Paragraph 2 above, and (2) the amount of the School Portion with respect to the Project for such year as calculated pursuant to Paragraph 4 above. Beginning in [2018], this economic development fee will be paid on or before [December 1st] of each year that the Project is owned by the Board through and including [2027]. If the Board’s ownership ceases during any calendar year, then that year's economic development fee will be prorated.

8. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor, the computation by the Trustee of the amount of the In Lieu Payment and the calculation of the Economic Development Fee. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. If the In Lieu Payments, or the Economic Development Fee, as applicable, being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith for a period not to exceed sixty (60) days to resolve any disputes as to appraisal, assessment or computation of the In Lieu Payment or the Economic Development Fee,

as applicable. If the Company and the Assessor or the Trustee, as the case may be, are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

9. Lien on the Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

10. Term. This Agreement shall become effective on the date that the Board leases the Property to the Company and shall continue for so long as the Board holds title to any of the Property and leases such property to the Company or the Company has made all payments required hereunder, whichever shall later occur.

11. Leasehold Taxation. The Board, the City, the County, the Trustee and the Assessor acknowledge and agree that the Company's personal property leasehold interest in the Personal Property under the Lease shall not be subject to assessment for ad valorem tax purposes. The Board, the City, the County, the Trustee and the Assessor further acknowledge and agree that the Company's real property leasehold interest in the Real Property under the Lease is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Lease, costs for maintenance, insurance, utilities, infrastructure, site preparation, acquisition, construction, and other costs for or in connection with the Project, cost of capital for or in connection with the Project, and obligations of the Company under the Lease would, at the present time, be considered as rent

payable under the Lease for purposes of determining the Company's leasehold interest. As a result, the actual or imputed rent for the real property portion of the Property is expected to equal or exceed the fair market rent for purposes of Tenn. Code Ann. § 67-5-605. If the leasehold interest of the Company in the Property should be subject to ad valorem taxation for any year hereunder, then any amounts assessed as taxes thereon shall be credited against any In Lieu of Tax Payments and Economic Development Fees paid under this Agreement and carried forward from year to year until fully utilized. Additionally, in the event the Company determines, in the exercise of reasonable discretion, that there is a possibility, notwithstanding the foregoing agreement, of a positive taxable leasehold interest in the Property, the Company shall have the continuing option to require the Board take all reasonable steps, at no additional cost to the Board, to restructure this Agreement and the related Lease to eliminate the positive leasehold value and to deliver the same economic benefit to the Company as is contemplated under this Agreement without the imposition of any ad valorem taxes on such leasehold value. Such options may include, but are not limited to, an arrangement by which the Board issues and the Company purchases industrial revenue bonds to finance all or a portion of the Property, provided that such bonds shall be limited obligations of the Board and non-recourse to the City and the County.

12. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered addressed as follows:

Board or to the City:

Wade A. Hinton
City Attorney
City of Chattanooga
Suite 200, 100 E. 11th Street
Chattanooga, Tennessee 37402

The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
Company:	Coca-Cola Bottling Company United, Inc. 4600 E. Lake Boulevard Birmingham, Alabama 35217 Attention: Stanley Ellington
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000 Chattanooga, Tennessee 37402 Attn: Mark W. Smith
The Trustee:	Hamilton County Trustee Hamilton County Courthouse Chattanooga, Tennessee 37402
The Assessor	Hamilton County Assessor of Property Hamilton County Courthouse Chattanooga, Tennessee 37402

Any such person may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

13. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

14. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

15. No Liability of Board's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Board, whether past, present or future, either directly or through the Board. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

17. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

18. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

19. Annual Report. On or before January 31 of each year this Agreement is in effect, the Company shall provide a report to the Mayor of the City and the Mayor of the County summarizing its investment in the Property and the development and operation of the Project for purposes of analyzing the Company's progress in achieving the Investment, Jobs and Wage Projection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

ATTEST:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA

By: _____
Secretary

By: _____
Chairman

COCA-COLA BOTTLING COMPANY UNITED, INC., an Alabama corporation

By: _____

Name: _____

Title: _____

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

WILLIAM C. BENNETT

By: _____
Hamilton County Assessor of Property

EXHIBIT "A"
TO PILOT AGREEMENT

REAL PROPERTY

EXHIBIT "B"
TO PILOT AGREEMENT

PERSONAL PROPERTY

During the Tax Abatement Period, the Project shall include all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the real property described in Exhibit A attached to this Agreement between [_____ 1, 2014 and _____ 1, 2017], together with replacements thereof and substitutions therefor, in connection with the Company's distribution facility and other operations on such property. The personal property may include one or more distribution, delivery or other vehicles used in connection with the Project.



Hamilton County Board of Commissioners

RESOLUTION

No. 314-26

A RESOLUTION APPROVING AN AMENDMENT TO THE HAMILTON COUNTY EMPLOYEE HANDBOOK

WHEREAS, the County Mayor proposes an amendment to the Hamilton County Employee Handbook Section 512 regarding Smoking, Tobacco, Non Tobacco, and e-Cigarettes; and

WHEREAS, pursuant to Resolution 1179-16, the Hamilton County Board of Commissioners must approve amendments to the Employee Handbook; and

WHEREAS, a copy of the proposed Smoking, Tobacco, Non Tobacco, and e-Cigarettes section for the Employee Handbook is attached hereto and incorporated herein by reference, as a though fully and completely copies verbatim; and

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

Effective March 19, 2014, the attached new section 512 of the Hamilton County Government Employee Handbook is 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 19, 2014

Date

Memo

Date: March 10, 2014

From: Human Resources

Re: Proposed update to Handbook Policy page 21, Section 512 – Smoking.

Currently Hamilton County Employee Handbook page 21, Section 512-Smoking, states the following: Smoking is prohibited in enclosed areas of County property, including but not limited to, common areas, hallways, meeting rooms, offices, restrooms and County vehicles. Smoking may take place only in designated unenclosed areas, and is prohibited within 50 feet of all entrances to County buildings. Any violation of this provision may result in disciplinary action, up to and including termination.

The current policy does not address the use of e-cigarettes, vaping or the use of smokeless tobacco or non-tobacco products in the work place.

Because of the uncertainty of potential harm from vaping and the second-hand vapor from e-cigarettes, Hamilton County Employee Handbook policy 512 shall be updated to address the use of any and all products designed and used as a substitute for a tobacco product, *i.e.* e-cigarettes, in any enclosed areas of County property, including but not limited to, common areas, hallways, meeting rooms, offices, restrooms and County vehicles. The policy also shall limit the use of tobacco and non tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco.

Proposal – to add language to the current policy to address the use of tobacco and non tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco in Hamilton County properties, facilities and vehicles.

New Handbook Policy - Section 512 – Smoking, Tobacco, Non Tobacco and e-Cigarettes.

Hamilton County is committed to promoting a healthy environment for its staff and visitors without the hazards associated with these products. The use of tobacco, non tobacco and products designed and used as a substitute for a tobacco product; including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco are prohibited in any enclosed areas of Hamilton County property, including but not limited to, common areas, hallways, meeting rooms, offices, restrooms and County vehicles. The use of said products may take place only in designated unenclosed areas and is prohibited within 50 feet of all entrances on County buildings. Any violation of the provision may result in disciplinary action up to and including termination.



Hamilton County Board of Commissioners RESOLUTION

No. 314-27

A RESOLUTION TO FORMALIZE THE ALLOCATION OF THE INCREASE IN PAYMENTS IN LIEU OF TAXES IN THE AMOUNT OF \$1,180,695 YEARLY RECEIVED FROM THE TENNESSEE VALLEY AUTHORITY (TVA) CONCERNING THE PURCHASE OF THEIR PROPERTY IN CHATTANOOGA.

WHEREAS, In January 2011, TVA purchased downtown property at 1101 Market Street and 1101 Chestnut Street ; and

WHEREAS, said property was previously owned by a private company and the property taxes thereon distributed proportionately according to the tax levy; and

WHEREAS, under terms of the Federal TVA Act, TVA is required to make direct payments to the Hamilton County Trustee of in lieu of taxes on such property in a fixed amount of \$1,180,695; and

WHEREAS, the legislative body needs to direct the distribution of in-lieu-of-tax payments; and

WHEREAS, the portion of additional in lieu of taxes should be distributed proportionately according to the tax levy to maintain the current level of funding for the County General Fund and the Department of Education.

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

That the in lieu of taxes received from TVA per year of \$1,180,695 be distributed to the County General Fund in the amount of \$594,598 and to the Department of Education in the amount of \$586,097, for the tax years 2011, 2012, 2013 and hereafter, in accordance with the current tax levy distribution.

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 19, 2014

Date