

Hamilton County Board of County Commissioners

AGENDA

April 01, 2015

ROLL CALL

INVOCATION - **Commissioner Haynes**

PLEDGE TO THE FLAG - **Commissioner Haynes**

- Minutes Recessed Meeting - March 12, 2015
- Minutes Agenda Session - March 12, 2015
- Minutes Regular Meeting - March 18, 2015
- Report Trustee Monthly Report February 2015
- Report Trustee Excess Fee Report February 2015
- Res. No. 415-1 A Resolution to approve and accept applications for notary public positions.
- Res. No. 415-2 A Resolution re-appointing two (2) Judicial Commissioners for a one (1) year term, commencing May 1, 2015, and expiring April 30, 2016; designating a Chief Judicial Commissioner and establishing the compensation to be received by each during their respective term(s) in office.
- Res. No. 415-3 A Resolution to authorize the County Mayor to accept the donation of first aid related items from the International Brotherhood of Police Officers (IBPO) with an estimated value of \$1,498.
- Res. No. 415-4 A Resolution authorizing the County Mayor to sign a contract amendment with the State of Tennessee Department of Human Services and the Hamilton County Juvenile Court Title IV-D Child Support Division.
- Res. No. 415-5 A Resolution approving the extension of the contract between Hamilton County and First Tennessee Bank to provide banking services and lock box payment processing services for the County Trustee for a period of up to two (2) years beginning June 8, 2015 and authorizing the County Trustee to sign any contracts necessary to implement this Resolution.
- Res. No. 415-6 A Resolution accepting the bids of CWC, LLC and NOI Chattanooga for furniture for the Criminal and Sessions Courts amounting to \$81,857.23 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-7 A Resolution accepting the unit price bid of PCMG, Inc. for Microsoft Client Access licenses and Windows Server licenses, beginning May 15, 2015 through May 14, 2016, with the option to renew for one (1) additional one (1) year term, for the Information Technology Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-8 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 reimbursement contract with United Health Care plan of the River Valley, Inc. for health services provided by the Health Department effective April 1, 2015.
- Res. No. 415-9 A Resolution accepting the bid of EVS Emergency Vehicle Specialist for one (1) year contract unit pricing, beginning April 17, 2015, through April 16, 2016, for protective clothing for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-10 A Resolution accepting the bid of Blackfox Tactical for one (1) year contract pricing, beginning April 17, 2015, through April 16, 2016, for body armor and equipment for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-11 A Resolution to amend the "Master List of Roads and Speed Limits" so as to change the roadway name for the following district road: Eliz Crest Road to Elizabeth Crest Road.

A Resolution accepting the bids of Sherwin Williams Company and Ennis Paint, Inc. for one (1) year contract pricing, beginning May 1, 2015, through April 30, 2016, for waterborne highway traffic paint and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
MARCH 12, 2015**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) March 12, 2015

BE IT REMEMBERED, that on this 12th day of March, 2015, 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 Jim Fields, 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 Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Fields. Commissioner Beck and Commissioner Mackey arrived after the roll was called. Commissioner Boyd was absent. Total present – 8. Total absent -1.

Chairman Fields reported Commissioner Boyd was in the hospital and he would not be in attendance today.

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
MARCH 12, 2015**

Commissioner Fields introduced Pastor Mike Steele, Crossroads Baptist Church, who gave the invocation. Commissioner Fields led in the pledge to the flag.

Chairman Fields announced that there was not any scheduled business for the Recessed Meeting and asked if anyone had any announcements.

Being no further business Chairman Fields declared the recessed meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

 W.F.K.
Date Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

PROCLAMATION – UT / TSU EXTENSION MONTH

At this time Mayor Coppinger introduced Nancy Rucker, UT Extension Agent and County Director and asked Deputy Clerk Brooke Weaver to read the Proclamation into the record.

Mayor Coppinger presented a Proclamation that the month of March, 2015 be known as “UT/TSU Extension Month”. The University of Tennessee and Tennessee State University are Tennessee’s land-grant universities, and have a three-part mission of teaching, research, and Extension. Extension is a national educational program supported by USDA through the nation’s land-grant universities and administered with funding from state and local governments in Tennessee through offices in each of the state’s 95 counties.

Extension means ‘reaching out,’ and University of Tennessee Extension extends the university’s teaching and research missions to deliver research-based information and education to all the state’s citizens through youth and adult programs in Hamilton County. Extension’s programs can be seen in Tennessee as an excellent investment of public resources. The statewide educational programs in 4-H youth development, agriculture and natural resources, family and consumer sciences, and community economic development are estimated to impact the state’s economy by more than \$493

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

million from July 1, 2013, through June 30, 2014. This amounts to a return of investment of \$8.13 for every \$1 in public funds invested in Tennessee Extension.

Nancy Rucker spoke regarding Extension's mission and introduced fellow staff members that were present for the proclamation, Jean Puett, Family & Consumer Science Extension Agent, Faith Bolin, Secretary, Janice Hartman, Supplemental Nutrition Assistantship Program Extension Agent, Tom Stebbins, Agriculture Horticulture Master Gardener Extension Agent, Keith Bridges, 4-H Youth Development Extension Agent, Katie Bishop Horticulture Program Assistant.

Ms. Rucker and fellow staff members were personally congratulated and shook hands with members of the Commission.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

COMMITTEE ASSIGNMENTS

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

- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- A Report confirming the reappointment of Kenneth W. Rich as a Commissioner to the Hixson Utility District's Board of Commissioners would be submitted as a matter of record.
- Juvenile Court Clerk reports for November and December 2014 would be submitted for the record.
- Resolution No. 315-15 was the usual County Clerk item regarding notaries. This required no committee assignment.
- Resolution Nos. 315-16, 315-19, 315-20, 315-26 through 315-31, 315-33, 315-34, 315-38 through 315-41 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution Nos. 315-17, 315-18, 315-32, 315-35, 315-36, 315-37, 315-42, and 315-43 was heard by a Committee of the Whole.
- Resolution Nos. 315-21 through 315-23, 315-25A, 315-25B were assigned to the Zoning Committee, chaired by Commissioner Haynes.

Chairman Fields stated that Resolution No. 315-17 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-17

Sheriff Jim Hammond spoke regarding this item, which would accept a donation in the amount of \$12,500 from the AEGIS Foundation of Greater Chattanooga to purchase body worn cameras and related equipment upon selected patrol officers. It

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

was noted that body worn cameras have been proven to protect both officers and the general public from possible false or misleading allegations which may arise while carrying out the duties of law enforcement.

In response to Commissioner Beck's question, Sheriff Hammond confirmed that this is a trial run to test how useful body worn cameras will be in law enforcement. Sheriff Hammond added that the cameras would be a proactive approach to attempting to prevent any misleading and false accusations against officers.

In response to several questions from the Commission, Sheriff Hammond reported 6 – 8 body cameras will be used in the trial run and docking equipment will need to be purchased to upload the media. Policy and procedures regarding when the officers turns on and uses the cameras is still in the works. In closing, the significance of body cameras was discussed, and if approved, no county funds are needed to conduct the beta test.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-18

Sheriff Hammond spoke regarding this item, which would accept the proposal of Securus Technologies to provide inmate video visitation for the Hamilton County Jail. This service would result in both a cost savings to the Sheriff's office by reducing

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

corrections officers hours necessary to move inmates to the visitation area, as well as generate revenue from the County's share of the commission from the call charges to the visitor. It was noted that County funds will not be required to support this service.

Don Gorman, Director of Administration for the Sheriff's Department spoke regarding this item and clarified that the video visitation services are self-funded through call charges to the visitor. He also added that on January 15, 2014, the Commission approved Resolution No. 114-8, which accepted the proposal of Edge Access, Inc, a video visitation provider, who has since filed bankruptcy and is no longer in business. He indicated he was thankful Edge Access never installed the inmate video visitation systems because it would have no longer been useable.

In response to several of the Commissioner's concerns, Sheriff Hammond and Mr. Gorman provided details regarding confidentiality, monitoring, and accessibility of the inmate video visitation service. Mr. Gorman reported that six video visitation stations will be installed and scheduled home based visits will be charge \$15.00 for 30 minutes of visitation.

Bill Jainini, a SECURUS Technologies representative, discussed the details of the contract and reported that software upgrades and maintenance will be provided at no cost to the County. He also reported SECURUS' strong financial backing and history.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-32

Albert Kiser, Administrator of Finance, spoke regarding this item which would add hazardous materials/waste remediation services to the list of professional, technical, and consultant services that may be obtained subject to section 4.2.4K of the purchasing rules for Hamilton County.

In response to Commissioner Graham's question, Chairman Fields announced that Mr. Jainini, the SECURUS Technologies representative wouldn't be required to attend next week's Commission meeting.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-35 through 315-37

Albert Kiser, Administrator of Finance, spoke regarding Resolution No. 315-35 and noted that Resolution Nos. 315- 36 and 315-37 should be considered together.

At this time Chairman Fields asked that Resolutions 315-36 and 315-37 be read into the record.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

Mayor Coppinger spoke regarding these three items, which would adopt the State Employees and Teachers Hybrid Plan for new employees beginning October 1, 2015, allow the County to contribute to a tax deferred retirement plan 401(k), and select the state tax deferred retirement plan 401(k). He clarified that the Hybrid Pension Plan will affect new employees only. Current employees will now have the added benefit of being able to contribute to a 401(k) plan.

In closing Mayor Coppinger noted that this was a time sensitive item and if approved would result in cost savings due to the difference in county contributions to employee retirement.

Lee Brouner, Assistant Administrator of Finance, gave an explanation of the Hybrid Pension Plan handout the Commission received. A copy of this handout was given to the Clerk's office. He highlighted that the current county contribution rate is 14.33%, the State Hybrid Plan combined contribution rate is nine percent, with the employee contributing an additional five percent to the defined benefit (TCRS) plan. The Hybrid Pension Plan contribution rate will be locked in at nine percent for ten years. The current plan is non-contributory by employees; the Hybrid plan requires employee contributions. In closing he reiterated that current employees will not be affected and they will remain on the Tennessee Consolidated Retirement System (TCRS).

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

In response to Commissioner Fairbanks and Commissioner Graham's comments, Mr. Brouner pointed out an added benefit of the defined contribution plan is contributions are refundable, plus five percent, to all employees leaving with less than five years of service. He also confirmed the Hybrid plan requires employee contribution of five percent to the defined benefit (TCRS) component.

Drew Freeman, East Tennessee Regional Outreach Specialist with the Tennessee Department of Treasury, spoke regarding the State Hybrid Plan. He noted new employees at state level, new employees at Chattanooga State College, and new teachers are all on the State Hybrid plan.

Kaci Lantz, Director of the Defined Contribution Plans with the State of Tennessee clarified that employees may contribute a yearly maximum of \$18,000 to the current Nationwide 457(b) plan and \$18,000 to the new 401(k) plan. There is also a catch up provision for both plans.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-42

Attorney Taylor spoke regarding this item, which would appropriate twenty thousand dollars to the Mountain Education Foundation (MEF) from the discretionary funds of Commission district two. MEF provides financial assistance for items such as

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

books, computer equipment, art instruction, teachers, and other education resources to the students attending Hamilton County public schools located on Signal Mountain. Commissioner Fields has expressed a desire to assist MEF. He noted the caption on the agenda for this Resolution was incorrect and it was being corrected to reflect the funds coming from discretionary monies.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-43

Mayor Coppinger spoke regarding this item, which would make certain findings relating to the Choo Choo Partners, LP project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes (PILOT). Choo Choo Partners, LP is contemplating the conversion of an existing hotel structure (Building 2) located on the Chattanooga Choo Choo property at 1400 Market Street into residential multi-family rental property consisting of ninety-seven units.

Mayor Coppinger spoke in general about PILOT agreements and emphasized the success Hamilton County has experienced. He reminded the public that in addition to growth and additional jobs created, properties have been added to the tax rolls, and the school system receives one-hundred percent of their education portion.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

He emphasized the fact that Hamilton County must consider PILOT agreements to remain competitive with other counties as well as other states to attract new developments, and encourage expansions of existing businesses. Mayor Coppinger specifically noted that the Enterprise South property prior to becoming a successful industrial and business development was a non-tax producing site owned by the U.S. government.

Attorney Taylor noted the proposed PILOT agreement attached to Resolution No. 315-43 had been modified to include changes that haven't been present in previous residential PILOT agreements. These changes were in response to discussions between the public, city, and county officials.

Commissioner Beck, Chairman of the Building and Economic Development Committee, reminded everyone that his committee would be meeting after today's meeting to discuss the future of residential pilot programs in Hamilton County. He asked everyone to keep their comments about pilot policy until the committee meeting and speak only about this particular pilot at this time.

Kim White, River City Company President and CEO, spoke about the demand for downtown workforce housing and gave details regarding the Choo Choo Partners, LP

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

project. The aim of the project is to attract young professionals to live downtown. It was noted that the Choo Choo Partners, LP project would provide substantial public welfare benefits to the City and County.

In response to Commissioner Haynes question, Attorney Taylor stated that the PILOT agreement changes will (1) prevent the PILOT from automatically transferring to a new owner if the property is sold; (2) require Choo Choo partners to submit an annual report to city and county officials disclosing the amount invested at the site and provide a certified roll of rents in the building, and (3) strengthen claw-back provisions that allow county and city officials more discretion with limiting or ending the agreement if investment and rent commitments aren't met.

Commissioner Graham said he would be attending the Building and Economic Development Committee to further discuss PILOT agreements. For full disclosure purposes, he publicly acknowledged the Choo Choo Partners PILOT was located in his district and that he was a current member of the River City Board.

Commissioner Graham, Chairman of the Finance Committee announced that the Finance Committee would meet in the Commission Room immediately after today's commission meeting.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

Commissioner Haynes, Chairman of the Zoning Committee announced that the Zoning Committee would meet in the conference room immediately after today's commission meeting.

To accommodate members of the audience, Commissioner Beck, Chairman of the Building and Economic Development Committee, announced that the committee would meet in the Commission Room after the Finance Committee.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Mackey spoke about a recent news article published by the Chattanooga Times Free Press regarding Commission meeting rules and public speaking. He stated he wants the voice of the people to be heard and asked the Commission to consider publishing the agenda in advance. Advance notice would allow the public to attend the agenda session and the following committee meetings where their voice should be heard.

Commissioner Graham publicly gave out his cell phone number, 423-255-6601, and encouraged the public to call him with any concerns they may have.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

Commissioner Graham invited everyone to attend the second annual St. Chatty's Day parade, March 14, which starts at noon on Riverfront Parkway at Power Alley.

Commissioner Graham announced that Lookout Valley's Elementary spring annual carnival begins March 14 at 10:00 am to March 15 at 2:00 pm. He encouraged everyone to get involved with their local recreation center.

Commissioner Fairbanks spoke regarding a recent news article published by the Chattanooga Times Free Press regarding County Engineer, Todd E. Leamon, who was named the 2015 Jo Conn Guild "Outstanding Engineer of the Year". This is the highest award given to an individual by The Chattanooga Area E-Week Committee. It is presented to an engineer who has made outstanding professional contributions to his/her profession, public welfare and/or humankind. A round of applause was given to Mr. Leamon, who was present at today's meeting.

Commissioner Beck personally thanked the Commission staff, Patricia Moore and Melinda Volker, for the hard work they do on a daily basis.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

In response to Commissioner Smedley's inquiry, Mayor Coppinger stated The 2015 Tri-State Home Show will take place March 13th, 14th, 10 a.m. – 8 p.m. and March 15th 11 a.m. – 5 p.m. at the Convention and Trade Center. The Tri-State Home Show is one of the most respected in the construction trade, retail home products and service industry. He congratulated Mr. Leamon and thanked every department in county government for their dedication and hard work.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Bill McGriff, County Auditor, addressed the Commission and recommended an Audit Committee meeting take place March 25th after the agenda session.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 12, 2015**

In response to Mr. McGriff's request, Chairman Fields agreed to have an Audit Committee meeting on March 25th after the Agenda Session; Attorney Taylor confirmed the announcement qualified as a public notice.

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, March 18th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

STATE OF TENNESSEE)	Regular Meeting
COUNTY OF HAMILTON)	March 18, 2015

BE IT REMEMBERED, that on this 18th day of March, 2015, 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 Jim Fields, 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 Fairbanks, Commissioner Graham, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Commissioner Haynes was in the office and arrived moments after the roll call was called. 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.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

Commissioner Fields introduced Pastor Travis A. Sharpe, GraceBridge Church, who gave the invocation. Commissioner Fields led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Fairbanks, that the minutes of the Recessed Meeting of February 25, 2015, the Agenda Preparation Session of February 25, 2015, the Regular Meeting of March 4, 2015, 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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of March 9, 2015.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

ORDER OF REAPPOINTMENT

County Mayor Coppinger submitted for the record an Order reappointing Kenneth W. Rich to the Hixson Utility District Board of Commissioners to serve a four-year term expiring June 14, 2018.

JUVENILE COURT CLERK REPORTS

The Juvenile Court Clerk reports for November and December 2014 were submitted and made a matter of record.

**RESOLUTION NO. 315-15 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS.**

ON MOTION of Commissioner Bankston, seconded by Commissioner Graham, to adopt Resolution No. 315-15. 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 Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

Resolution Nos. 315-17, 315-18, 315-32, 315-35 through 315-37, 315-42, and 315-43 were heard by the Committee of the Whole. Chairman Fields asked that Resolution No. 315-17 be considered at this time.

RESOLUTION NO. 315-17 A RESOLUTION TO ACCEPT A DONATION IN THE AMOUNT OF \$12,500 FROM THE AEGIS FOUNDATION OF GREATER CHATTANOOGA TO BE USED TO PURCHASE BODY CAMERAS AND ASSOCIATED EQUIPMENT UPON SELECTED PATROL OFFICERS.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 315-17. 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 Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

RESOLUTION NO. 315-18 A RESOLUTION ACCEPTING THE PROPOSAL OF SECURUS TECHNOLOGIES TO PROVIDE INMATE VIDEO VISITATION FOR THE HAMILTON COUNTY JAIL AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 315-18. 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 Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 315-32 A RESOLUTION ADDING HAZARDOUS MATERIALS/WASTE REMEDIATION SERVICES TO THE LIST OF PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES THAT MAY BE OBTAINED SUBJECT TO SECTION 4.2.4.K OF THE PURCHASING RULES FOR HAMILTON COUNTY.

ON MOTION of Commissioner Bankston, seconded by Commissioner Beck, to adopt Resolution No. 315-32. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields asked that Resolution Nos. 315-35 through 315-37 be considered together at this time.

RESOLUTION NO. 315-35 A RESOLUTION TO AUTHORIZE AN EMPLOYER PARTICIPATING IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM TO CHANGE FROM ITS EXISTING REGULAR DEFINED BENEFIT PLAN TO EITHER THE ALTERNATE DEFINED BENEFIT PLAN OR THE LOCAL GOVERNMENT HYBRID PLAN IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTER 35, PART 2, OR TO THE HYBRID RETIREMENT PLAN FOR STATE EMPLOYEES AND TEACHERS IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTER 36, PART 9.

RESOLUTION NO. 315-36 A RESOLUTION TO ALLOW A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE TO CONTRIBUTE TO A TAX DEFERRED RETIREMENT PLAN IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34-37.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

**RESOLUTION NO. 315-37 A RESOLUTION TO PARTICIPATE IN A 401(K)
DEFINED CONTRIBUTION PLAN OFFERED BY THE STATE OF TENNESSEE
PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-25-111(A).**

ON MOTION of Commissioner Bankston, seconded by Commissioner Graham,
to adopt Resolution Nos. 315-35, 315-36, and 315-37.

There was no indication that any Commissioner wished for one of these items to
be heard separately.

The foregoing Resolutions were 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 Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes,
"Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman
Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay"
votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

RESOLUTION NO. 315-42 A RESOLUTION APPROPRIATING TWENTY THOUSAND DOLLARS (\$20,000.00) TO THE MOUNTAIN EDUCATION FOUNDATION FROM THE DISCRETIONARY FUNDS OF COMMISSION DISTRICT TWO.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Beck, to adopt Resolution No. 315-42. 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 Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 315-43 A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE CHOO CHOO PARTNERS, LP PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 315-43.

Commissioner Boyd spoke at length in opposition to this particular housing PILOT program. He submitted for the record documents containing his findings on PILOT agreements, qualifications for PILOT programs, and guidelines for when the Commission should approve them.

Commissioner Graham publicly acknowledged that he is a current member of the River City Board. He thanked Commissioner Beck for the discussion that took place at last week's Building and Economic Development Committee meeting. He also thanked citizen activist, Helen Burns Sharp, for her participation in the discussion at last week's Building and Economic Development Committee. Helen Burns Sharp provided a copy of her comments to the Clerk's office.

In response to Commissioner Graham's question, Attorney Taylor stated that the PILOT agreement changes will (1) prevent the PILOT from automatically transferring to a new owner if the property is sold; (2) require Choo Choo partners to submit an annual report to city and county officials disclosing the amount invested at the site and provide a certified roll of rents in the building, and (3) strengthen claw-back provisions that allow county and city officials more discretion with limiting or ending the agreement if investment and rent commitments are not met.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

In response to Chairman Fields question, Attorney Taylor clarified that the amended resolution identifies the real property site in Exhibit A attached to the agreement for payments in lieu of ad valorem taxes. A copy of the revision was also provided to the Clerk's office.

Commissioner Smedley added that multiple members of District 7 reached out to ask her to vote against this item, and for that reason, she would not be supporting Resolution No. 315-43.

Commissioner Fields asked if there were any members of the audience that wished to speak about this Resolution. He noted that each individual would be allowed three minutes to speak on each side of the issue with a ten minute limit for speakers favoring the item and ten minutes for speakers opposing the item of the three minutes per person, total of 10 minutes per side of the issue.

Bill Reesor residing at 1404 Woodway Drive Ooltewah, TN 37363 and Mark West at 2315 Heavenly View Drive Ooltewah, TN 37363 spoke in opposition to Resolution 315-43. Both expressed concern about PILOT programs being abused and misused, and encouraged members of the Commission to vote against them.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

Kim White, River City Company President and CEO, spoke about the demand for downtown workforce housing and gave details regarding the Choo Choo Partners, LP project. She added that the supply for workforce housing in downtown Chattanooga is not sufficiently meeting demand.

Commissioner Fairbanks stated that he has received multiple phone calls and emails regarding Resolution No. 315-43. He added that after many discussions with his constituents, it was evident the public did not have all the facts about PILOT programs.

Commissioner Haynes spoke briefly about the supply and demand for workforce housing in downtown Chattanooga. In closing, he noted that when a PILOT agreement is passed the school portion of the tax base increases and the school system receives one-hundred percent of their education portion.

Commissioner Graham publicly gave out his cell phone number, 423-255-6601, and encouraged the public to call him with any concerns they may have. He emphasized PILOT agreements allow Hamilton County to remain competitive, attract new developments, and encourage expansions of existing businesses.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Bankston, "Nay"; Commissioner Beck, "Aye"; Commissioner Boyd,

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

“Nay”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Smedley, “Nay”; and Chairman Fields, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 6. Total “Nay” votes – 3.

Chairman Fields asked that Resolution No. 315-21 through 315-24, 315-25A, and 315-25B be considered at this time.

RESOLUTION NO. 315-21 A RESOLUTION TO REZONE FROM R2-A RURAL RESIDENTIAL DISTRICT TO M-2 WHOLESALE AND LIGHT INDUSTRY DISTRICT, PROPERTY LOCATED AT 8537 HIGHWAY 58.

RESOLUTION NO. 315-22 A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 7527 AND 7579 MCDANIEL LANE AND 8324 PROVIDENCE ROAD.

RESOLUTION NO. 315-23 A RESOLUTION GRANTING A SPECIAL PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED AT 7527 AND 7579 MCDANIEL LANE AND 8324 PROVIDENCE ROAD.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

RESOLUTION NO. 315-24 A RESOLUTION GRANTING A SPECIAL PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED AT 2607 & 2631 OOLTEWAH-RINGGOLD ROAD.

RESOLUTION NO. 315-25A A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT & R-3 APARTMENT-TOWNHOUSE DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTIES LOCATED AT 8603 AND 8699 NORTH HICKORY VALLEY ROAD.

RESOLUTION NO. 315-25B A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT & R-3 APARTMENT-TOWNHOUSE DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTIES LOCATED AT 8603 AND 8699 NORTH HICKORY VALLEY ROAD.

Commissioner Haynes, Chairman of the Zoning Committee, reported no action would be taken on Resolution No. 315-25A. He asked that Resolution No. 315-21 be heard separately and provided details about this Resolution. He noted there was no opposition and the Zoning Committee recommended approval.

ON MOTION of Commissioner Haynes, seconded by Commissioner Smedley, to adopt Resolution No. 315-21.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

Chairman Fields asked if there was any discussion regarding this item from members of the Commission or the public. There was none.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Beck and Commissioner Graham were absent for the vote. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Commissioner Haynes, Chairman of the Zoning Committee, spoke regarding Resolution Nos. 315-22 and 315-23. He noted there was no opposition and the Zoning Committee recommended approval.

ON MOTION of Commissioner Haynes, seconded by Commissioner Boyd, to adopt Resolution Nos. 315-22 and 315-23.

Chairman Fields asked if there was any discussion regarding this item from Commissioners or the public. There was none.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

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

Commissioner Haynes, Chairman of the Zoning Committee, spoke regarding Resolution No. 315-24 and noted it had been amended and assigned the number 315-24B.

Clerk Knowles stated that a typed copy of the resolution had been provided by Planning Commission Director John Bridger. He requested that a copy be submitted to the Clerk's office in proper format.

In response to Chairman Fields question, Commissioner Haynes clarified that the amended Resolution contains a secondary gated entrance on the property for service trucks.

Commissioner Smedley thanked the developer for his willingness to hold a community meeting to address any concerns that may have existed.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

In response to Commissioner Mackey's question, Commissioner Haynes confirmed that the Zoning Committee's decision to support this Resolution was unanimous.

Chairman Fields asked if any members of the audience wished to speak about this Resolution.

Thomas Cook at 9215 Quail Mountain Drive Chattanooga, TN 37421, spoke in opposition of Resolution 315-24B. He stated the project was in violation of the Planning Commission's land use plans for where townhomes should be developed. He also voiced his concerns about water issues and his desire to see the County move forward with storm water controls.

At this time, Deputy Clerk Brooke Weaver read Resolution 315-24B into the record.

**RESOLUTION NO. 315-24B A RESOLUTION GRANTING A SPECIAL PERMIT FOR
A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED
AT 2607 & 2631 OOLTEWAH-RINGGOLD ROAD.**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

ON MOTION of Commissioner Haynes, seconded by Commissioner Boyd, to adopt Resolution No. 315-24B.

In response to Commissioner Mackey's question, Mr. Cook explained that he would support a development that he considered a positive change for the community.

In response to Commissioner Smedley's question about storm water issues, County Engineer, Todd Leamon, clarified that there are water quality standards that must be met.

Commissioner Boyd spoke about his support for Planned Unit Developments (PUDs) in Hamilton County. He stated that it would increase property values, and that the Commission should support more of these developments.

Commissioner Fairbanks encouraged developers to talk to the community before proposing new developments to make sure they understand all the facts of the projects.

In response to Commissioner Fairbanks suggestion, Planning Director Bridger stated that they always encourage developers to meet with the community.

Commissioner Haynes added that getting information to citizens living in unincorporated neighborhoods is challenging.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye".

Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Fields noted Commissioner Beck would be absent for the remainder of the meeting.

Commissioner Haynes provided details regarding Resolution No. 315-25B, and stated the Zoning Committee reviewed, recommended approval, and there was no opposition.

ON MOTION of Commissioner Haynes, seconded by Commissioner Mackey, to adopt Resolution No. 315-25B.

Commissioner Fields asked if there were any members of the audience that wished to speak about this Resolution. There was none.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye".

Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Fields asked that Resolution Nos. 315-16, 315-19, 315-20, 315-26 through 315-31, 315-33, 315-34, and 315-38 through 315-41 be considered at this time.

RESOLUTION NO. 315-16 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR AND COUNTY CLERK TO RENEW A CONTRACT WITH BUSINESS INFORMATION SYSTEMS (BIS) FOR THE ANNUAL MAINTENANCE OF A MOTOR VEHICLE SYSTEM SOFTWARE PACKAGE FOR A CONTRACT PERIOD ENDING JUNE 30, 2020 AT A COST OF \$15,000.00 ANNUALLY.

RESOLUTION NO. 315-19 A RESOLUTION ACCEPTING THE BIDS OF ACME SUPPLY COMPANY, LTD., BOB BARKER COMPANY, INC., HBD INC. DBA PACIFIC CONCEPTS, ICS JAIL SUPPLIES, INC., CAROLINA TEXTILES, IDEL INTERNATIONAL TRADING, INC., AND UNIFORM MANUFACTURING, INC., FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MARCH 20, 2015, THROUGH

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

MARCH 19, 2016, FOR CLOTHING AND MISCELLANEOUS ITEMS FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-20 A RESOLUTION ACCEPTING THE PROPOSAL OF HARWOOD INTERNATIONAL CORPORATION FOR A STORAGE AREA NETWORK (SAN) SOLUTION AMOUNTING TO \$73,647.90 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-26 A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF MXN CORPORATION AND CMS COMMUNICATIONS BEGINNING MARCH 18, 2015, THROUGH NOVEMBER 18, 2015, FOR HP DATA COMMUNICATIONS EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-27 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR HAMILTON COUNTY TO ENTER INTO A CONSULTING AGREEMENT WITH RUSS BLAKELY & ASSOCIATES, LLC AT AN ANNUAL COST OF \$11,000.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

RESOLUTION NO. 315-28 A RESOLUTION ACCEPTING THE BID OF LEE SMITH, INC. FOR TWO (2) SINGLE AXLE DUMP TRUCKS AND EQUIPMENT AMOUNTING TO \$247,652.00 FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-29 A RESOLUTION ACCEPTING THE BIDS OF BARKY BEAVER MULCH & SOIL, INC. AND BLISS PRODUCTS & SERVICES, INC. FOR CONTRACT UNIT PRICING, BEGINNING MARCH 18, 2015, THROUGH MARCH 17, 2017, FOR WOODCARPET FOR PLAYGROUNDS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-30 A RESOLUTION ACCEPTING THE BID OF NAFECO FOR SIX (6) FIRE TRAINING AIR PACKS AMOUNTING TO \$33,660.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-31 A RESOLUTION ACCEPTING THE BID OF SPECIAL TOUCH LAWN CARE SERVICE FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING APRIL 6, 2015, THROUGH APRIL 5, 2016, FOR LANDSCAPE MAINTENANCE FOR EMS STATIONS AND SHERIFF'S ANNEXES FOR THE

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 315-33 A RESOLUTION AUTHORIZING HAMILTON COUNTY TO MAKE AN INTERGOVERNMENTAL TRANSFER TO THE STATE OF TENNESSEE'S TENNCARE PROGRAM IN ORDER TO SECURE ADDITIONAL FUNDING FROM THE STATE OF TENNESSEE'S PUBLIC HOSPITAL SUPPLEMENTAL PAYMENT POOL ("PHSPP") FOR THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY ("ERLANGER").

RESOLUTION NO. 315-34 A RESOLUTION OF THE LEGISLATIVE BODY OF HAMILTON COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION BONDS, SERIES 2015A OF HAMILTON COUNTY, TENNESSEE IN AN AMOUNT NOT TO EXCEED \$75,000,000 AND INTEREST-BEARING GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B OF HAMILTON COUNTY, TENNESSEE IN AN AMOUNT NOT TO EXCEED \$57,000,000; AND PROVIDING FOR THE PAYMENT OF THE BONDS.

RESOLUTION NO. 315-38 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

HEALTH DEPARTMENT FOR THE PROVISION OF A TOBACCO USE PREVENTION PROGRAM, USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$79,400.00 FOR THE PERIOD BEGINNING APRIL 1, 2015, ENDING MARCH 31, 2017, WHICH INCLUDES \$13,700.00 THAT IS ALREADY BUDGETED FOR THE CURRENT FISCAL YEAR ENDING JUNE 30, 2015.

RESOLUTION NO. 315-39 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE FISCAL YEAR 2015 - 2016 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$247,500.00 TO PROVIDE HOME VISITS IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S CHILDREN'S SPECIAL SERVICES (CSS) PROGRAM GUIDELINES.

RESOLUTION NO. 315-40 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016, IN THE AMOUNT OF \$230,000.00 TO PROVIDE FOR THE COORDINATION OF FETAL

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

**INFANT MORTALITY REVIEW AND COMMUNITY INFANT MORTALITY
REDUCTION SERVICES IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT
OF HEALTH'S GUIDELINES.**

**RESOLUTION NO. 315-41 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO ACCEPT A TWO-YEAR \$250,000.00 GRANT, BEGINNING APRIL 1, 2015 AND
ENDING MARCH 31, 2017, FROM THE OFFICE ON VIOLENCE AGAINST WOMEN
(OVW) TO CONTINUE SUPERVISED VISITATION AND EXCHANGE SERVICES FOR
ELIGIBLE FAMILIES.**

Commissioner Graham provided details regarding Resolution Nos. 315-16, 315-19, 315-20, 315-26 through 315-31, 315-33, 315-34, and 315-38 through 315-41 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 315-16, 315-19, 315-20, 315-26 through 315-31, 315-33, 315-34, and 315-38 through 315-41. The foregoing Resolutions were adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields,

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015**

“Aye”. Commissioner Beck was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes announced that several schools would be holding carnivals soon to raise money for the PTA. Commissioner Haynes also spoke about the hard work the Commissioners do. He added that he takes offense to accusations of the Commission not listening to the public.

Commissioner Boyd, Chairman of the Education Committee, stated that the joint meeting between the Education Committee and the Hamilton County Board of Education Facilities Committee took place. He spoke about the success of the meeting, and it was noted that at least 100 people attended.

Commissioner Smedley thanked the Commissioners for their community involvement.

Commissioner Mackey also spoke about public involvement and commended the Commissioners for taking the time to listen to their constituents.

HAMILTON COUNTY COMMISSION
REGULAR MEETING
MARCH 18, 2015

DELEGATIONS

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

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, March 25, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: March 10, 2015

Attached is a copy of the monthly Trustee's excess fee report for the month of February, 2015.

WFK/dkr

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

Hamilton County Trustee
 Monthly Report of Fee and Commission Fund
 FISCAL YEAR: 2015

Prepared:jw

	February 2015	YTD February 2015
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	60,000.00
44201 - STATUTORY FEES 1%	173,550.98	1,503,230.84
44202 - STATUTORY FEES 2%	2,194,684.91	5,314,162.49
44203 - STATUTORY FEES OTHER	1,923.42	9,412.54
44204 - DELINQUENT TAX FEES	22,138.66	221,351.80
46112 - INTEREST	1,105.53	3,157.26
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	2,393,403.50	7,111,314.93

EXPENDITURES		
51001 - SALARIES	59,744.97	531,863.77
51001 - CONTRACT EMPLOYEE	992.00	992.00
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	274.89	2,200.12
53037 - SPECIAL LEGAL SERVICES	12.00	12.00
53042 - MEETINGS, SEMINARS, ETC.	-	285.00
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	100.86	100.86
53047 - MEMBERSHIPS	-	810.00
53049 - PARKING	-	2,718.36
53050 - MISC PURCHASED SERVICE	65.55	921.78
53051 - CONTRACT LEGAL SERVICES	25.85	1,112.17
53059 - SECURITY SERVICES	635.49	4,998.86
53065 - BANK ANALYSIS FEE	15,670.02	94,050.81
54001 - OFFICE SUPPLIES & FORMS	-	10,073.35
54002 - SMALL TOOLS & MINOR FURNITURE	-	4,823.20
54004 - KITCHEN FOOD & SUPPLIES	47.00	707.20
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	275.00
57007 - PERFORMANCE & SURETY BONDS	-	62.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,020,479.28
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	2,532.34
59022 - SOFTWARE AND SUPPLIES	-	737.20
59092 - MISC REFUNDS	87.01	1,526.65
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	(2,226.40)	4,431.22
Total EXPENDITURES:	75,429.24	1,685,713.17

Revenues over (under) Expenditures	2,317,974.26	5,425,601.76
Excess Fees at Beginning of Period	3,881,585.98	773,958.48
Excess Fees at End of Period	6,199,560.24	6,199,560.24

Bill Hullander

Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, March 10 2015

Marlie E. Jones
 Notary Public
 My Commission Expires June 8 2016



RECEIVED
 Date 3-10-15
 By *W.F. Knowles*
 W.F. (Bill) Knowles
 County Clerk



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: March 10, 2015

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of February 2015.

WFK/dkr

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

**Hamilton County
Trustee Report**

For the Date Range: 02/01/2015 to 02/28/2015

RECEIVED
Date 3-10-15
By D Rollins
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	0.00	0.00	0.00	0.00
11010	TRUSTEE CONCENTRATION	25,563,450.34	172,490,666.85	151,328,523.51	46,725,593.68
11020	CHILD CARE	228,502.16	174,131.01	229,008.72	173,624.45
11030	FOOD SERVICE DEPOSITORY	3,223,814.91	300,005.20	1,736,577.94	1,787,242.17
11040	SHERIFF COMMISSARY	9,949.67	0.38	12.00	9,938.05
11060	1ST TN GENERAL	0.00	0.00	0.00	0.00
	Total Cash in Bank	<u>29,028,169.06</u>	<u>172,964,803.44</u>	<u>153,294,122.17</u>	<u>48,698,850.33</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	52.99	34,993,592.55	34,992,646.71	998.83
11050	BOE CASH RECEIPT SWEEP	(0.00)	123,193,867.92	123,193,867.92	(0.00)
	Total Bank Deposits in Transit	<u>52.99</u>	<u>158,187,460.47</u>	<u>158,186,514.63</u>	<u>998.83</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(738,310.31)	7,639,614.92	8,106,292.12	(1,204,987.51)
22202	FOOD SERVICE CHECK PAYABLE	(292,675.67)	970,757.01	921,805.61	(243,724.27)
22203	SHERIFF COMMISSARY CHECK PAYAB	(9,894.64)	12.00	0.00	(9,882.64)
22206	DOE A/P CHECK PAYABLE	(2,005,221.08)	9,704,412.40	9,404,144.39	(1,704,953.07)
22280	COUNTY PAYROLL CHECKS PAYABLE	(34,168.71)	4,104,138.75	4,104,515.16	(34,545.12)
22281	DOE PAYROLL CHECK PAYABLE	(13,874.28)	10,835,349.82	10,835,007.08	(13,531.54)
22285	DOE PAYROLL TAX PAYABLE	5,886.84	3,902,487.34	3,840,537.72	67,836.46
22286	DOE RETIREMENT PLANS	(643.35)	3,098,299.12	3,097,655.77	0.00
	Total Bank Outstanding Checks	<u>(3,088,901.20)</u>	<u>40,255,071.36</u>	<u>40,309,957.85</u>	<u>(3,143,787.69)</u>
	TOTAL CASH	<u>25,939,320.85</u>	<u>371,407,335.27</u>	<u>351,790,594.65</u>	<u>45,556,061.47</u>
Other Assets					
11402	DUE FROM BAD CHECKS	1,029.32	640.85	750.10	920.07
	Total Other Assets	<u>1,029.32</u>	<u>640.85</u>	<u>750.10</u>	<u>920.07</u>

Hamilton County Trustee Report

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
TOTAL ASSETS		25,940,350.17	371,407,976.12	351,791,344.75	45,556,981.54
Other Assets					
11102	CLERK & MASTER	0.00	0.00	0.00	0.00
Total Other Assets		0.00	0.00	0.00	0.00
TOTAL ASSETS		25,940,350.17	371,407,976.12	351,791,344.75	45,556,981.54
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(3,843,949.55)	66,630,180.85	76,965,888.27	(14,179,656.97)
22251	FOOD SERVICE	(2,926,928.66)	1,687,723.95	1,756,433.28	(2,995,637.99)
22255	BOE PAYROLL	(275,599.11)	17,734,159.29	17,840,185.02	(381,624.84)
22256	BOE SELF INSURANCE	(2,937,069.97)	4,904,354.04	983,964.57	983,319.50
22257	CAPITAL MAINTENANCE	(712,405.75)	87,144.23	140.84	(625,402.36)
22401	EXCESS FEES	(486,781.62)	556,998.18	2,370,188.20	(2,299,971.64)
22407	PAYROLL COUNTY	(1,218,854.50)	7,347,977.76	6,964,290.07	(835,166.81)
22408	STORMWATER	(985,369.49)	54,498.98	258,982.25	(1,189,852.76)
22409	DRUG COURT	53,094.52	39,650.34	94,057.54	(1,312.68)
22410	COUNTY GENERAL	(881,069.75)	122,971,313.12	122,590,165.47	(499,922.10)
22412	GENERAL DEBT SERVICE	(587.39)	60,436.20	60,370.81	(522.00)
22413	OPEB TRUST	12,451.19	2.59	0.00	12,453.78
22414	EMPLOYEES RETIREMENT	(119,838.79)	10,931.38	10,202.97	(119,110.38)
22415	TEACHERS RETIREMENT	(4,314.55)	600.00	299.00	(4,013.55)
22416	LAW LIBRARY	(490.08)	2,786.02	2,668.05	(372.11)
22418	ECONOMIC CRIMES	(500.10)	3,692.83	3,692.93	(500.20)
22419	GEN GOV'T BOND PROJECTS	(92,308.04)	552,327.83	0.00	460,019.79
22420	CAPITAL PROJECTS	27,302.72	61,280.00	98,519.65	(9,936.93)
22421	INDUSTRIAL DEVELOPMENT	(2,500.52)	38,929.37	38,928.94	(2,500.09)
22422	RIVERWALK/FISHING PIER	298,214.98	371,089.66	645,690.44	23,614.20
22423	RECREATION CAPITAL PROJECTS	136,140.90	210,434.21	346,570.73	4.38
22426	SELF INSURANCE	(5,050.92)	4,231,636.71	4,229,092.28	(2,506.49)
22428	LIABILITY INSURANCE	(2,500.62)	249,164.52	249,163.91	(2,500.01)
22430	HOTEL/MOTEL	(365,596.47)	365,596.47	402,779.13	(402,779.13)

**Hamilton County
Trustee Report**

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22434	JUVENILE COURT CLERK AGENCY	(664.56)	279,196.67	279,255.94	(723.83)
22435	FACILITY BONDS-SERIES 2010A	(2,810.39)	0.00	0.59	(2,810.98)
22436	BOND FUND-SERIES 2010B	(878,687.57)	0.00	183.06	(878,870.63)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	(0.03)	0.00	0.00	(0.03)
22449	SCHOOL CAPITAL PROJECTS FUND	(2,231,958.40)	2,479,249.76	186.74	247,104.62
22461	CRIMINAL COURT	1,998,403.70	151,394.93	149,496.40	2,000,302.23
22462	CRIMINAL COURT SESSIONS	(4,201,609.93)	344,664.02	384,557.21	(4,241,503.12)
22463	DELINQUENT COLLECTIONS	1,456,847.46	52,588.51	87,831.15	1,421,604.82
22470	2013A BOND	(537.86)	0.00	0.11	(537.97)
22471	2013B BOND REFUNDING	(446.46)	0.00	0.09	(446.55)
22472	LINE OF CREDIT	(68,131.36)	0.00	14.19	(68,145.55)
22483	SHERIFF	(3,848.44)	3,708,389.45	3,709,088.49	(4,547.48)
22484	DRUG ENFORCEMENT-SHERIFF	(394.94)	7,409.97	7,482.47	(467.44)
22485	TN STATE SEX OFFENDER	(62,402.34)	1,506.00	612.82	(61,509.16)
22489	SHERIFF'S SPECIAL PROJECTS	(6,741.81)	154.47	15,449.08	(22,036.42)
22498	SYMPRO INVESTMENT POOL	(6,129,471.08)	140,522,633.27	148,610,012.33	(14,216,850.14)
Total Cash Held for Hamilton County Funds		<u>(24,466,965.58)</u>	<u>375,720,095.58</u>	<u>389,156,445.02</u>	<u>(37,903,315.02)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(693.75)	0.00	53.61	(747.36)
23302	PARTIAL TAXES-PENDING PAYMENT	(2,748.21)	0.00	7,463.76	(10,211.97)
Total Cash Held for Others		<u>(20,977.99)</u>	<u>0.00</u>	<u>7,517.37</u>	<u>(28,495.36)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,518.32	110,439,842.24	110,440,941.23	419.33
22800	INTEREST PAYMENT FUTURE	(0.00)	15,903.82	15,903.82	(0.00)
Total Clearing Account Activity		<u>1,518.32</u>	<u>110,455,746.06</u>	<u>110,456,845.05</u>	<u>419.33</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	1,046,092.57	1,307,633.20	(261,540.63)

**Hamilton County
Trustee Report**

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash Held for Municipalities					
Key: 0001010 CITY OF EAST RIDGE					
22701	PROPERTY TAX	(337,431.83)	337,431.83	1,581,912.52	(1,581,912.52)
22702	OSAP TAX	0.00	0.00	150,370.37	(150,370.37)
22704	PERSONALTY TAX	(9,747.22)	9,747.22	96,254.88	(96,254.88)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,925.21)	1,925.21	4,362.76	(4,362.76)
22712	OSAP TAX I&P	0.00	0.00	349.32	(349.32)
22714	PERSONALTY TAX I&P	(20.35)	20.35	6.86	(6.86)
22721	PROPERTY TAX REFUNDS	9,009.19	1,296.57	9,009.19	1,296.57
22724	PERSONALTY TAX REFUND	0.00	34.27	0.00	34.27
22731	PROPERTY TAX I&P REUND	0.00	4.81	0.00	4.81
22751	HOTEL MOTEL OCCUPANCY TAX	(19,098.06)	19,098.06	22,687.05	(22,687.05)
22755	SANITATION	(102,887.01)	102,887.01	375,284.99	(375,284.99)
22756	SANITATION I & P	(743.77)	743.77	2,453.91	(2,453.91)
22799	COMM DUE ON TAX COLLECTED	6,993.28	36,865.29	6,993.29	36,865.28
Total Cash Held for Municipalities		<u>(455,850.98)</u>	<u>510,054.39</u>	<u>2,249,685.14</u>	<u>(2,195,481.73)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(455,850.98)</u>	<u>510,054.39</u>	<u>2,249,685.14</u>	<u>(2,195,481.73)</u>
 Key: 0001020 RED BANK MUNICIPAL					
22701	PROPERTY TAX	(147,351.17)	147,351.17	762,740.27	(762,740.27)
22702	OSAP TAX	0.00	0.00	101,615.84	(101,615.84)
22704	PERSONALTY TAX	(2,987.75)	2,987.75	23,418.11	(23,418.11)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(346.67)	346.67	1,601.94	(1,601.94)
22714	PERSONALTY TAX I&P	(63.64)	63.64	94.09	(94.09)
22721	PROPERTY TAX REFUNDS	5,003.12	135.27	5,003.12	135.27
22724	PERSONALTY TAX REFUND	5.06	0.00	5.06	0.00
22731	PROPERTY TAX I&P REUND	0.00	6.09	0.00	6.09
22741	STORMWATER FEES	(13,932.00)	13,932.00	93,384.00	(93,384.00)

Hamilton County Trustee Report

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22205	OTHER	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	58,000,000.00	58,000,000.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
Total Liabilities not Applicable		<u>(33,897.66)</u>	<u>59,046,092.57</u>	<u>59,307,633.20</u>	<u>(295,438.29)</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	414,799.23	414,799.23	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	8,219.37	8,219.37	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>(0.00)</u>	<u>423,018.60</u>	<u>423,018.60</u>	<u>(0.00)</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	(0.00)	37,769,856.75	37,769,856.75	(0.00)
22702	OSAP TAX	0.00	4,428,438.18	4,428,438.18	0.00
22703	IN LIEU OF TAX	(0.00)	4,627,780.13	4,627,780.13	0.00
22704	PERSONALTY TAX	0.00	5,497,576.65	5,497,576.65	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(0.00)	107,126.38	107,126.38	(0.00)
22712	OSAP TAX I&P	0.00	3,924.51	3,924.51	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(0.00)	1,965.61	1,965.61	(0.00)
22721	PROPERTY TAX REFUNDS	0.00	17,565.41	17,565.41	0.00
22724	PERSONALTY TAX REFUND	0.00	9,458.70	9,458.70	0.00
22731	PROPERTY TAX I&P REUND	0.00	21.65	21.65	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	9.34	9.34	0.00
22799	COMM DUE ON TAX COLLECTED	(0.00)	1,048,192.26	1,048,192.26	(0.00)
Total		<u>(0.00)</u>	<u>53,511,915.57</u>	<u>53,511,915.57</u>	<u>(0.00)</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>(0.00)</u>	<u>53,511,915.57</u>	<u>53,511,915.57</u>	<u>0.00</u>
Total Clearing Account Activity - County Funds		<u>(0.00)</u>	<u>53,934,934.17</u>	<u>53,934,934.17</u>	<u>(0.00)</u>

**Hamilton County
Trustee Report**

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22742	STORMWATER FEES I&P	(35.64)	35.64	220.32	(220.32)
22755	SANITATION	(54,124.55)	54,124.55	238,230.21	(238,230.21)
22756	SANITATION I & P	(221.28)	221.28	1,265.21	(1,265.21)
22799	COMM DUE ON TAX COLLECTED	3,054.49	18,722.63	3,054.50	18,722.62
Total		<u>(211,000.03)</u>	<u>237,926.69</u>	<u>1,230,632.67</u>	<u>(1,203,706.01)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(211,000.03)</u>	<u>237,926.69</u>	<u>1,230,632.67</u>	<u>(1,203,706.01)</u>

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(227,606.63)	227,606.63	1,095,674.64	(1,095,674.64)
22702	OSAP TAX	0.00	0.00	92,647.56	(92,647.56)
22704	PERSONALTY TAX	(11,621.39)	11,621.39	69,214.23	(69,214.23)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,201.04)	1,201.04	5,386.65	(5,386.65)
22712	OSAP TAX I&P	0.00	0.00	7.94	(7.94)
22714	PERSONALTY TAX I&P	(0.88)	0.88	237.36	(237.36)
22721	PROPERTY TAX REFUNDS	8,562.37	366.50	8,562.37	366.50
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	4,637.37	25,256.04	4,637.35	25,256.06
Total		<u>(227,230.20)</u>	<u>266,052.48</u>	<u>1,276,368.10</u>	<u>(1,237,545.82)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(227,230.20)</u>	<u>266,052.48</u>	<u>1,276,368.10</u>	<u>(1,237,545.82)</u>

Key: 0001040 COLLEGEDALE MUNICIPAL

22701	PROPERTY TAX	(141,692.85)	141,692.85	1,452,938.68	(1,452,938.68)
22702	OSAP TAX	0.00	0.00	73,619.03	(73,619.03)
22703	IN LIEU OF TAX	0.00	0.00	64,499.89	(64,499.89)
22704	PERSONALTY TAX	(8,938.86)	8,938.86	607,899.50	(607,899.50)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(218.34)	218.34	1,823.83	(1,823.83)

**Hamilton County
Trustee Report**

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	4,990.18	0.00	4,990.18	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(245.24)	245.24	72.85	(72.85)
22799	COMM DUE ON TAX COLLECTED	2,919.65	44,016.35	2,919.65	44,016.35
Total		<u>(143,185.46)</u>	<u>195,111.64</u>	<u>2,208,763.61</u>	<u>(2,156,837.43)</u>
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(143,185.46)</u>	<u>195,111.64</u>	<u>2,208,763.61</u>	<u>(2,156,837.43)</u>
 Key: 0001050 RIDGESIDE MUNICIPAL					
22701	PROPERTY TAX	(14,794.81)	14,794.81	36,931.60	(36,931.60)
22702	OSAP TAX	0.00	0.00	4,798.94	(4,798.94)
22704	PERSONALTY TAX	(10.19)	10.19	5.07	(5.07)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(151.90)	151.90	257.79	(257.79)
22714	PERSONALTY TAX I&P	0.00	0.00	0.96	(0.96)
22799	COMM DUE ON TAX COLLECTED	299.15	839.89	299.14	839.90
Total		<u>(14,657.75)</u>	<u>15,796.79</u>	<u>42,293.50</u>	<u>(41,154.46)</u>
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>(14,657.75)</u>	<u>15,796.79</u>	<u>42,293.50</u>	<u>(41,154.46)</u>
 Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(5,435.98)	5,435.98	30,537.44	(30,537.44)
22702	OSAP TAX	0.00	0.00	494.46	(494.46)
22704	PERSONALTY TAX	(199.77)	199.77	912.95	(912.95)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	55.68	(55.68)
22714	PERSONALTY TAX I&P	(1.98)	1.98	0.00	0.00
22721	PROPERTY TAX REFUNDS	448.73	0.00	448.73	0.00
22799	COMM DUE ON TAX COLLECTED	103.78	640.01	103.78	640.01

**Hamilton County
Trustee Report**

For the Date Range: 02/01/2015 to 02/28/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total	<u>(5,085.22)</u>	<u>6,277.74</u>	<u>32,553.04</u>	<u>(31,360.52)</u>
Total for Org Key: 0001060	LAKESITE	<u>(5,085.22)</u>	<u>6,277.74</u>	<u>32,553.04</u>	<u>(31,360.52)</u>
 Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(26,763.41)	26,763.41	86,185.39	(86,185.39)
22702	OSAP TAX	0.00	0.00	2,750.18	(2,750.18)
22704	PERSONALTY TAX	(42.13)	42.13	2,586.95	(2,586.95)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(5.50)	5.50	101.94	(101.94)
22712	OSAP TAX I&P	0.00	0.00	30.84	(30.84)
22721	PROPERTY TAX REFUNDS	139.75	0.00	139.75	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	533.43	1,833.11	533.43	1,833.11
	Total	<u>(26,137.86)</u>	<u>28,644.15</u>	<u>92,328.48</u>	<u>(89,822.19)</u>
Total for Org Key: 0001070	WALDEN MUNICIPAL	<u>(26,137.86)</u>	<u>28,644.15</u>	<u>92,328.48</u>	<u>(89,822.19)</u>
 Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(336,879.76)	337,810.97	375,175.25	(374,244.04)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
	Total Key: 0001080 CITY OF CHATTANOOGA	<u>(336,879.76)</u>	<u>337,810.97</u>	<u>375,175.25</u>	<u>(374,244.04)</u>
Total for Org Key: 0001080	CITY OF CHATTANOOGA	<u>(336,879.76)</u>	<u>337,810.97</u>	<u>375,175.25</u>	<u>(374,244.04)</u>
	TOTAL CASH HELD FOR MUNICIPALITIES	<u>(1,420,027.26)</u>	<u>2,020,693.45</u>	<u>7,930,818.39</u>	<u>(7,330,152.20)</u>
	TOTAL LIABILITIES AND EQUITY	<u>(25,940,350.17)</u>	<u>600,754,543.23</u>	<u>620,371,174.60</u>	<u>(45,556,981.54)</u>
	Total for Report:	<u>0.00</u>	<u>972,162,519.35</u>	<u>972,162,519.35</u>	<u>(0.00)</u>



Hamilton County Board of Commissioners RESOLUTION

No. 415-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

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

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 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

April 1, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 1, 2015

NAME	RESIDENCE	BUSINESS
Bettye Alexander Tansey	1621 Roberts Ave. Hixson, TN 37343 423-505-4614	Grant, Konualinka, & Harrison 633 Chesnut St. Chattanooga, TN 37450 423-756-8400
Sheila K. Bates	1935 McConnell Schl Ln, Apt. 24 Hixson, TN 37343 N/A	Iron Workers Benefit Office 9217 Dayton Pike Soddy Daisy, TN 37379 423-842-1600
Nancy Beene	10713 Grove Place Rd. Soddy Daisy, TN 37379 423-842-7066	Regions Bank 8535 Hixson Pike Hixson, TN 37343 423-842-0503
Natalie C. Bennett	P.O. Box 2075 Hixson, TN 37343 423-535-0555	Chattanooga Pool & Patio, Inc. 5705 Ringgold Rd. Chattanooga, TN 37412 423-899-6780
Nina S. Boss	253 Mill Hamlet Road, NW. Charleston, TN 37310 423-339-2837	Century Title & Escrow, Inc. 7047 Lee Highway, Ste. 205 Chattanooga, TN 37421 423-894-1890
Linda Bradford	637 Battery Place, Apt. 2 Chattanooga, TN 37403 423-267-9677	Donny Garner Insurance Agency 4878 South Terrace Chattanooga, TN 37412 423-899-5512
Nicole M. Branch	708 Golden Place Chattanooga, TN 37415 423-305-5594	Painter Ready 1523 E. 27th St. Chattanooga, TN 37409 423-648-4408
Mary Ann Brown	7828 Hixson Pike Hixson, TN 37343 423-842-2043	Synterprise, LLC 1200 Mountain Creek Rd, Ste. 440 Chattanooga, TN 37405 423-267-5363
Shelly J. Cash	1405 Marlboro Ave. Chattanooga, TN 37412 423-718-3055	Camping World RV Sales 6728 Ringgold Rd. Chattanooga, TN 37412 423-892-8275
Debbie A. Chapman	411 Rolling Hills Dr. Ringgold, GA 30736 706-861-3005	TVA 1101 Market St, BR 4N Chattanooga, TN 37402 423-751-2100

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 1, 2015

NAME	RESIDENCE	BUSINESS
Rusty J. Clark	6200 Hixson Pike, Apt. 314 Chattanooga, TN 37343 423-653-5046	CVS Pharmacy 4700 Hwy 58 Chattanooga, TN 37416 423-892-8802
Deborah Lynn Collins	182 Winding Creek Cir. Cleveland, TN 37312 423-339-9576	Dowis & Boyd CPA P.O. Box 24985 Chattanooga, TN 37422 423-892-3831
Kelly S. Cross	1606 Blount Avenue, SW. Cleveland, TN 37311 423-790-5570	Easy Money 7410 E. Brainerd Rd, Ste. 110 Chattanooga, TN 37421 423-933-3750
Laura G. Crow	303 Rolling Ridge Dr. Chattanooga, TN 37421 423-987-8548	Law Office of Scott D. Bergthold 7446 Shallowford Rd, Ste. 202 Chattanooga, TN 37421 423-899-3025
Tina Damron	9505 Standifer Gap Rd. Ooltewah, TN 37363 423-298-1199	AJ's Plumbing & Service, Inc. 114 Cedar Ln. Chattanooga, TN 37421 423-510-0676
Darlene Darilek	6110 Pythian Rd. Harrison, TN 37341 423-344-0219	Mei-Aqua Treat, Inc. 115 Parmenas Ln. Chattanooga, TN 37405 423-499-4919
Lauren Demars	5801 Clark Rd. Harrison, TN 37341 423-596-6984	Choice Title Company 7703 Nashville St. Ringgold, GA 30736 706-937-6136
Kelsie Donoho	5020 Hunter Village Dr. Ooltewah, TN 37363 423-827-3706	Cornerstone Community Bank 6401 Lee Hwy, Ste. 119 Chattanooga, TN 37363 423-385-3011
Angela C. Dowis	9245 Snow Hill Rd. Ooltewah, TN 37363 423-344-2888	Dowis & Boyd CPAs 7047 Lee Highway, Ste. 304 Chattanooga, TN 37421 423-892-3831
Whitney Durand	1914 East Brow Rd. Signal Mtn, TN 37377 423-886-2300	Self Employed 908 James Bldg. Chattanooga, TN 37402 N/A

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 1, 2015

NAME	RESIDENCE	BUSINESS
Dub Ellis	56 Apache Trail Jasper, TN 37347 423-942-4141	Hospice of Chattanooga 4411 Oakwood Dr. Chattanooga, TN 37416 423-892-4289
Donna Gillespie Ensminger	105 Valleybrook Rd. Hixson, TN 37343 423-710-2880	Management Recruiters 4808 Hixson Pike Hixson, TN 37343 423-877-4040
Debbie Ericson	145 D Harvey Rd. Graysville, TN 37338 N/A	Southern Credit Union 508 National Ave. Chattanooga, TN 37404 423-629-2578
Raymond A. Fox	8053 Rosemere Way Chattanooga, TN 37421 423-314-5228	First Title Insurance 2622 Broad St. Chattanooga, TN 37408 423-265-2507
Patricia A. Goad	6387 Fairview Rd. Hixson, TN 37343 423-842-1384	Sperry Van Ness, et al 1110 Market St, Ste. 319 Chattanooga, TN 37402 423-266-5587
Liz Griffith	5797 Sarah Dr. Ooltewah, TN 37363 423-344-1352	Century Title & Escrow, Inc. 7047 Lee Highway, Ste. 205 Chattanooga, TN 37421 423-894-1890
Rebecca L. Guidi	3901 Melinda Dr. Chattanooga, TN 37416 423-987-2886	Guidi Lawn Care Same Same Same
James Lees Hack	1159 Harrison Pk, Apt. 1812 Cleveland, TN 37311 574-250-4222	The UPS Store 2288 Gunbarrel Rd, Ste. 154 Chattanooga, TN 37421 423-499-4440
David Hughes Hampton	603 4th Ave, Apt. 2 Dayton, TN 37321 423-428-9184	Ham Co Dept. of Education 701 Sequoyah Rd. Soddy Daisy, TN 37379 423-332-0060
S. L. Hays	8294 Chula Creek Rd. Chattanooga, TN 37421 423-510-8618	Crown Chrysler Dodge Jeep Ram 2120 Chapman Rd. Chattanooga, TN 37421 423-591-6870

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**APRIL 1, 2015**

NAME	RESIDENCE	BUSINESS
Dawn R. Hendrix	1923A E. 33rd St. Chattanooga, TN 37407 423-310-7554	New Beginnings Care, LLC 4704 Hixson Pike Hixson, TN 37343 423-877-2024
Laura Herren	4405 Clonts Rd. Apison, TN 37302 423-315-1507	EMJ Corporation 2034 Hamilton Plc Blvd, Ste. 400 Chattanooga, TN 37421 423-855-1550
Sharon G. Hlubek	9122 Mountain Shade Dr. Chattanooga, TN 37421 423-240-4740	Contemporary Healthcare Capital 7201 Shallowford Rd. Chattanooga, TN 37421 423-424-1879
Kathryne L. Hoback	1850 Joseph Terrace Hixson, TN 37343 423-718-6632	Maxi Auto Service 5229 Hixson Pike Hixson, TN 37343 423-622-8568
Carolyn C. Honeycutt	313 Cornelison Dr. Ringgold, GA 30736 423-364-0794	Dowis & Boyd CPA 7047 Lee Highway, Ste. 304 Chattanooga, TN 37421 423-892-3831
Autumn Horton	11404 N. Oak St. Soddy Daisy, TN 37379 423-883-5994	RTB Holdings, LLC 1925 Rossville Ave. Chattanooga, TN 37408 423-475-6915
Michelle Hosford	6579 Esquire Ln. Hixson, TN 37343 423-443-9126	Kenco Management Services 2001 Riverside Dr. Chattanooga, TN 37406 423-643-3275
Vicki W. Jackson	7402 Hamilton Run Dr. Chattanooga, TN 37421 423-499-9826	Gearhiser, Peters, Elliott, et al 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
Cathy B. Jones	4602 Summit Avenue Chattanooga, TN 37415 423-877-7333	Ham Co Juvenile Court Clerk 1600 East 3rd St. Chattanooga, TN 37404 423-209-5270
Tina Kesler	1107 Hwy 136 Trenton, GA 30752 423-304-9897	Ham Co Juvenile Court Clerk 1221 E. Main St. Chattanooga, TN 37408 423-209-5970

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 1, 2015

NAME	RESIDENCE	BUSINESS
Linda K. Kilgore	11842 Country Estates Dr. Apison, TN 37302 N/A	TN Valley Federal Credit Union P.O. Box 23967 Chattanooga, TN 37422 423-634-3500
Sherrie W. Kimball	143 S. Aster Avenue Chattanooga, TN 37419 423-240-7777	Chapter 13 Trustee Office 100 MLK W, Ste. 303 Chattanooga, TN 37401 423-265-2261
Julia Knight	8951 Brett Daniel Way Lakesite, TN 37379 423-847-6703	N/A N/A N/A N/A
Amy L. Kurtz	7357 McCormack Dr. Hixson, TN 37343 423-255-6123	Galen Medical Group 5600 Brainerd Rd, Ste. H-100 Chattanooga, TN 37411 423-308-0529
David Lawrence	1716 Ichabod Ln. Chattanooga, TN 37405 423-305-2352	Lawrence & Lawrence, PLLC 200 East 8th St. Chattanooga, TN 37402 423-756-5031
Kim Loewenstein	545 McColpin Circle Whitewell, TN 37397 423-667-5453	HCA Healthcare 2205 McCallie Ave. Chattanooga, TN 37304 423-698-2435
S. Kirk Mabry	281 Blue Jay Parkway Ringgold, GA 30736 423-593-9059	First Tennessee Bank 5914 Highway 58 Harrison, TN 37341 423-954-2567
Delena J. Mashburn	4505B Terra Vista Dr. Chattanooga, TN 37416 423-602-7223	JDK Real Estate (Kenco Group) 2001 Riverside Dr. Chattanooga, TN 37406 423-643-3420
Meredith L. McGarvey	2179 Dugan St. Chattanooga, TN 37412 423-779-2242	WCA 430 Chesnut St, 4th Floor Chattanooga, TN 37402 423-266-5177
Christopher Morris	821 Woodmore Circle Chattanooga, TN 37411 423-987-1109	ADM Southern Cellulose 105 W. 45th St. Chattanooga, TN 37410 423-821-1561

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 1, 2015

NAME	RESIDENCE	BUSINESS
David Mullins	46 Parrish Dr. Chickamauga, GA 30707 423-488-6101	Regions Bank 4538 Highway 58 Chattanooga, TN 37416 423-321-6520
Sonja D. Mullins	5606 Kristy Lane Ooltewah, TN 37363 423-238-3606	City Church of Chattanooga 7122 Lee Hwy Chattanooga, TN 37421 423-894-6982
Lisa D. Murphy	1804 Byrds Chapel Rd. Rising Fawn, GA 30738 423-488-4054	WDEF News 12 3300 Broad St. Chattanooga, TN 37408 423-785-1294
Karen S. Parrott	2714 Gold Point Cir, S. Hixson, TN 37343 423-774-5083	Allstate Insurance 5251B Highway 153 Hixson, TN 37343 423-877-6445
Sharon W. Roberts	4245 Spriggs St. Chattanooga, TN 37412 423-645-4936	Tri-State Drilling, LLC 6228 Bonny Oaks Dr. Chattanooga, TN 37416 423-510-0110
Shana Sanders	22 S. Germantown Rd, Apt. A4 Chattanooga, TN 37411 423-598-8453	Massey & Associates, PC 1024 E. ML King Blvd. Chattanooga, TN 37403 423-697-4529
Robert W. Sauser	1821 Auburndale Ave. Chattanooga, TN 37405 423-267-8095	Law Offices of Robert W. Sauser 300 Forest Ave, Suite C Chattanooga, TN 37405 423-535-9387
Kathryn L. Scheivelhud	43 Edgewood Circle Fort Ogelthorpe, GA 30742 423-394-1379	736 Market St, Ste. 1550 Chattanooga, TN 37402 Tidwell, Izell, & Richardson 423-602-7511
Susan P. Smith	3327 Oakburr Dr. Chattanooga, TN 37419 423-551-4084	City of Chattanooga 1250 Market St, Ste. 1000 Chattanooga, TN 37402 423-643-5808
Melissa Trulove	220 Ginger Lane Chickamauga, GA 30707 706-375-5993	Chattanooga Neighborhood Ent. 1500 Chesnut St, Ste. A Chattanooga, TN 37408 423-756-6201

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 1, 2015

NAME	RESIDENCE	BUSINESS
Miranda S. Tyler	664 E. 17th St. Chattanooga, TN 37408 931-510-9783	RTB Holdings, LLC 1925 Rossville Ave. Chattanooga, TN 37408 423-475-6915
Tracey R. Underwood	1050 Cave Springs Rd. Hixson, TN 37343 423-580-1656	Clear Creek Church of Christ 5612 Hixson Pike Hixson, TN 37343 423-877-6232
Brenda L. Washington	1610 Miline St. Chattanooga, TN 37406 423-622-5084	Ham Co Juvenile Court Clerk 1221 East Main St. Chattanooga, TN 37408 423-209-5970
Kim E. Wooten	1722 Long St. Chattanooga, TN 37408 706-936-1925	Occupational Health Services 2337 McCallie Ave, Ste. 102 Chattanooga, TN 37404 423-493-1544
Ann Yearsovich	424 Whitehall Rd. Chattanooga, TN 37405 423-432-5082	American Bicycle Group 9308 Ooltewah Industrial Dr. Ooltewah, TN 37363 423-591-8830



Hamilton County Board of Commissioners RESOLUTION

No. 415-2

A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS FOR A ONE (1) YEAR TERM, COMMENCING MAY 1, 2015, AND EXPIRING APRIL 30, 2016; DESIGNATING A CHIEF JUDICIAL COMMISSIONER; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.

WHEREAS, in 1999 this County legislative body established the position of Judicial Commissioner to assist the General Sessions Court of Hamilton County, Tennessee, for a set term of office and at an established salary for each; and

WHEREAS, the current term of office of Randall L. Russell and Sharetta T. Smith as Judicial Commissioners expire on April 30, 2015; and

WHEREAS, the Security and Corrections Committee of this legislative body has recommended that these two (2) previously appointed individuals (who have each expressed their desire to continue to serve) be re-appointed to said position(s) for a one (1) year term commencing on May 1, 2015; and ending April 30, 2016; and

WHEREAS, it is now the decision of this legislative body that Randall L. Russell and Sharetta T. Smith be re-appointed as Judicial Commissioners; and

WHEREAS, it is the decision of this County legislative body that Randall L. Russell continue in his designated position of Chief Judicial Commissioner with such duties and responsibilities as delineated in the Professional Employment Agreement(s) hereto attached.

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

That Randall L. Russell and Sharetta T. Smith are hereby re-appointed as Judicial Commissioners, for a term commencing May 1, 2015 and ending April 30, 2016, to assist the General Sessions Court of Hamilton County, Tennessee, with each receiving the present annual compensation of Sixty Two Thousand Six Hundred Seventy Two and 49/100 Dollars (\$62,672.49), in addition to certain other specified employee benefits afforded to Hamilton County employees.

BE IT FURTHER RESOLVED:

That Randall L. Russell is hereby designated and re-appointed as Chief Judicial Commissioner with the duties of administering and coordinating all activities and scheduling of the Judicial Commissioners (as delineated in the attached Professional Employment Agreement), and shall receive additional compensation in the amount of Five Thousand Dollars (\$5,000.00) per year.

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

April 1, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-3

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ACCEPT THE DONATION OF FIRST AID RELATED ITEMS FROM THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) WITH AN ESTIMATED VALUE OF \$1,498.

WHEREAS, Hamilton County recognizes the important contributions of the IBPO who has seen a need to supply local law enforcement medical supplies that may be needed at a future date; and

WHEREAS, the Sheriff's Office is in need of such supplies which is valued at approximately \$1,498; and

WHEREAS, the Sheriff's Office of Hamilton County will pay nothing, nor promise any favors in consideration for this donation.

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

That the Board of County Commissioners does hereby accept the donation of "First Aid Related Supplies" valued at the amount of \$1,498 from the IBPO.

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

April 1, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-4

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT AMENDMENT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HUMAN SERVICES AND THE HAMILTON COUNTY JUVENILE COURT TITLE IV-D CHILD SUPPORT DIVISION.

WHEREAS, the Tennessee Department of Human Services established a Child Support Program to comply with requirements of the Title IV-D of the Social Security Act, as enacted by Congress in 1973; and,

WHEREAS, said Department implements this program by entering into contracts with Juvenile Courts which have the jurisdiction/duty to hear these types of cases.

WHEREAS, the Tennessee Department of Human Services has established an amount of liability to the State in an amount not to exceed \$1,493,410.00 for the partial reimbursement of the County, for the period of July 1, 2012 to June 30, 2016.

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

That the County Mayor is hereby authorized to enter into, and execute, the attached contract which establishes the amount of the State liability for this responsibility in an amount not to exceed \$1,493,410.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 1, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-5

A RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT BETWEEN HAMILTON COUNTY AND FIRST TENNESSEE BANK TO PROVIDE BANKING SERVICES AND LOCK BOX PAYMENT PROCESSING SERVICES FOR THE COUNTY TRUSTEE FOR A PERIOD OF UP TO TWO (2) YEARS BEGINNING JUNE 8, 2015 AND AUTHORIZING THE COUNTY TRUSTEE TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were previously received in response to public advertisement to provide a banking services and lock box payment processing services and First Tennessee Bank’s proposal was recommended and subsequently approved on Resolution 410-6 and 410-7 respectively; and,

WHEREAS, the terms of the request for proposal were for the initial four (4) year period and allowed for renewals for up to an additional four (4) years; and,

WHEREAS, Resolution 214-3 approved the renewal of the contract for a one (1) year period; and,

WHEREAS, both First Tennessee Bank and Hamilton County desire to continue the existing banking services and lock box processing services at a competitive rate and fee structure; and,

WHEREAS, the banking services and lock box processing option is in the best interest of Hamilton County and its citizens.

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

That the renewal of the contract between Hamilton County and First Tennessee Bank for a period of up to two (2) years, beginning June 8, 2015 for banking services and lock box payment processing services for the County Trustee is hereby accepted and authorizing the County Trustee 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

April 1, 2015

Date

FIRST TENNESSEE BANK, NA

HAMILTON COUNTY TRUSTEE BANKING SERVICES AGREEMENT

TWO YEAR EXTENSION PROPOSAL

Calendar 2014 Activity Summary

Account Analysis Fees Paid:	\$139,445	
Interest Received on Collected Balances:	<u>\$104,590</u>	(\$29,882,857 Avg. Coll. Bal.)
Trustee's Net Banking Service Cost	\$34,855	

Proposed Changes to Extend Agreement thru June 7, 2017

- Line item Account Analysis Fees Remain as is.
- The Interest Rate paid on the Accounts will be changed to the following:

As of the Extension Date:

The Federal Reserve Bank is currently not publishing its Bank Federal Funds Target Rate at its quarterly Federal Open Market Committee Meetings but is allowing member banks to set their own rates between 0 and 25 bps daily (First Tennessee's Fed Funds Rate today is 10 bps). Until such time as the Federal Reserve Bank resumes its announcement of the Bank Federal Funds Target Rate, First Tennessee will pay a minimum floor of 20 bps on the Trustee's Collected Balances on a monthly basis.

Upon the Federal Reserve Bank's resumption of its announcement of the Bank Federal Funds Target Rate at its quarterly meetings, First Tennessee will pay an interest rate on the Trustee's Collected Balances equal to First Tennessee's current Federal Funds Rate (10 bps) plus sixty percent (60%) of the increase in the Federal Funds Target Rate as announced quarterly by the Federal Reserve Bank at the conclusion of its quarterly Federal Open Market Committee Meeting. Please see the example below.

Current First Tennessee Federal Funds Rate = 10 bps.

Resumption of the Bank Federal Funds Target Rate = Say first move is to 30 bps.

$10\text{bps} - 30\text{bps} = 20\text{bps change} \times 60\% = 12\text{bps (Percentage of Rate Change)}$

New Rate after First Federal Reserve Rate Increase = $10\text{bps} + 12\text{bps} = 22\text{bps}$.

Once again, the interest rates will be changing on a quarterly basis in the future when the Federal Reserve Bank resumes its announcement of a Bank Federal Funds Target Rate.

- In order to reduce the impact on the Trustee's interest income due to the reduced interest rate structure outlined above, First Tennessee will waive the monthly Deposit Assessment Fee which totaled approximately \$43,177 during calendar 2014.



Hamilton County Board of Commissioners RESOLUTION

No. 415-6

A RESOLUTION ACCEPTING THE BIDS OF CWC, LLC AND NOI CHATTANOOGA FOR FURNITURE FOR THE CRIMINAL AND SESSIONS COURTS AMOUNTING TO \$81,857.23 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for furniture for the Criminal and Sessions Courts; and,

WHEREAS, the bids from CWC, LLC amounting to \$79,834.60 and NOI Chattanooga amounting to \$2,022.63 were considered to be the lowest and best bids received; and,

WHEREAS, this contract unit pricing will allow other departments to buy off contract for twelve months; and,

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

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

That the bids of CWC, LLC and NOI Chattanooga for furniture for the Criminal and Sessions Courts amounting to \$81,857.23 are hereby accepted, said bids being the lowest and best bids 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

April 1, 2015

Date

BID SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. **Bid Number**: The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the bid:

Bid # 0215-119: Criminal & Sessions Court Furniture

- B. **Point of Contact**: This bid is issued by the Purchasing Department of Hamilton County, Tennessee. The primary point of contact for this bid shall be:

Linda Chumbler
Hamilton County Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404
Phone: (423) 209-6350
Fax: (423) 209-6351
Email: LindaC@hamiltontn.gov

II. BID PROCEDURES AND GUIDELINES

A. **Submission of Bids**

The proposer must complete and deliver four (4) hard copies of its response document in a sealed envelope before 10:30 a.m. (ET) on March 10, 2015 to the Hamilton County Purchasing Director at the address specified below:

Gail B. Roppo
Director of Purchasing
Hamilton County Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

The sealed bid response envelope shall be clearly labeled as "BID # 0215-119: Criminal & Sessions Court Furniture". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

B. **Opening of Bids for Evaluation**

Bids are scheduled to be opened for evaluation on March 10, 2015 at 10:30 a.m. (ET). As stated in Section II. A. (above), no bids will be accepted once the opening time has arrived.

C. **Bid Award**

This bid will be awarded on an all or nothing basis.

III. BID RESPONSE FORMAT AND CONTENT

All responses shall be submitted in accordance with the instructions provided in this bid.

- The bid response must include a point-by-point response to the items. If no specific information is required from the provider, "Understand and Comply" will be an acceptable response. Utilize Attachments A and B for your response, attaching additional information and pages as necessary.
- The bid must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the bidder's intent to comply with the requirements as written in the bid documents.
- By the act of submitting a bid, bidder accepts the general terms and conditions as listed and attached.
- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract. The signer's title, contact information, and the date of approval should also be provided in Attachment C which follows.

IV. BID SPECIFICATIONS

A. Brand Requirements

These items, manufactured by **Encore, Lesro, Haworth, and National**, have been selected and must be quoted as specified. No substitutions will be accepted or allowed. Any company quoting substitute products will be disqualified and will not be considered.

Quoting and installing dealers must be currently certified dealers of Encore, Lesro, Haworth and National. Documentation must be submitted to substantiate this requirement from each firm.

B. Item Listing

Volumes for each item are included on Attachment B – Pricing Proposal. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Please note that volumes could increase slightly based on changes in business needs, however it will not likely decline.

C. Delivery and Installation Requirements

Inside delivery and installation will be required to accommodate the schedule of the Courts (not all of which are the same) and must be pre-arranged through Gail B. Roppo, Director of Purchasing (423.209.6355).

Delivery/installation must be planned to accommodate the Court schedule and a minimum of one week advance notice is required prior to actual delivery. Installation may need to occur after 4:00 p.m. on a week day or on the weekend to accommodate the Court schedule at that time. The current pedestal base jury chairs will be removed by the Hamilton County Maintenance Department prior to the scheduled installation.

Furniture will be delivered to and installed on site at the Courts Building (600 Market Street, 2nd and 3rd Floors, Chattanooga, TN), or as otherwise specified in any subsequent additional orders. Space for assembly is limited on-site, so to the extent possible pre-assembly should be done prior to delivery

except as required for the pedestal based jury box chairs. Vendor will place furniture as designated in areas as directed by Hamilton County. Vendor is expected to provide on-site supervision and oversight throughout the delivery and installation process.

Vendor will uncrate, remove and dispose of all delivery and packing materials/boxes from the site on the day of delivery and/or installation. Disposal is the sole responsibility of the vendor.

D. Additional Purchases

Additional Hamilton County departments must be allowed to buy off of this contract, as specified in Items IV.E and IV.F below, which could increase volumes over the term of this contract. Delivery requirements on any additional items would be negotiated at the time of order.

E. Pricing Guarantees on Selected Items

Prices for the specific items listed on the attached bid must be guaranteed for 12 months after the approval of the recommendation by the Hamilton County Commission. Additional purchases on these items will be allowed and prices will be guaranteed during this 12 month period. If a different grade of fabric were to be selected on future items, pricing adjustments would be allowed as appropriate for the fabric grade.

F. Pricing Guarantees on Other Items in Selected Lines

Additionally, we must be able to purchase other items in the Lesro Newport, Encore Realm, National Admire, and Haworth Improv lines included in this bid, at a specified discount off of the Manufacturer's list price for the same 12 month price guarantee period. A current manufacturer's price list, to include the full line listing, along with your proposed discount, stated as a percentage off list, must be submitted as a part of this bid.

G. Damages and Item Replacement

Any items which are determined to be damaged after installation and during the warranty period must be evaluated and replaced or repaired within 2 weeks of report of the problem to the bidding company.

H. Product Warranties

It is our understanding that these products are covered by a manufacturer's warranty. Please include a copy of each manufacturer's warranty relative to each of these lines with your bid.

I. Delivery / Shipping / Installation Charges

Any shipping, delivery and/or installation charges must be included in the unit pricing and not charged separately. Additionally, no additional fuel surcharges are allowed.

J. Insurance Requirements

Hamilton County requires that the successful bidder have the following insurance coverages at the time of each delivery and installation:

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should 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:
 - i. Premise/Operations
 - ii. Products/Completed Operations
 - iii. Contractual
 - iv. Independent Contractors
 - v. Broad Form Property Coverage
 - vi. Personal Injury
2. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos
3. *Workers' Compensation and Employers' Liability Insurance*: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

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.

Proof of Insurance must be provided by the successful bidder at the time the bid is awarded.

K. Payment Terms

Payment will be made for items as they are satisfactorily delivered and installed, free of defect.

ATTACHMENT A – BID RESPONSE FORM

Please use the table below to indicate your point-by-point response to the "Bid Specifications" section. If you understand and can comply with the requirement please place an "X" in the column labeled "Understand & Comply". If you have exceptions or cannot meet a requirement please place an "X" in the column labeled "Exception Noted – Attach Explanation". Attach additional pages to explain any exceptions you note in the table below – identifying each by section number.

Factory Certified Bidding Firm Name & Address: _____

Document Section IV	Bid Specification Description	Understand & Comply	Exception Noted <i>Attach Explanation</i>
A.	Brand Requirements – Encore, Lesro, Haworth, and National lines/models as indicated. Factory certification required by both manufacturers (<i>attach supporting documentation for each manufacturer</i>).		
C.	Delivery and Installation Requirements		
	<ul style="list-style-type: none"> Delivery must be arranged to accommodate the schedule of the various Courts and may need to be scheduled after 4:00 p.m. or on the weekend 		
	<ul style="list-style-type: none"> All delivery materials and boxes will be removed at the time of set up and installation 		
	<ul style="list-style-type: none"> On-site supervision throughout delivery and installation 		
	<ul style="list-style-type: none"> Provide your delivery lead time if awarded this bid in terms of days from receipt of a purchase order. (<i>if lead time varies by item, attached additional pages</i>) <ul style="list-style-type: none"> Encore Delivery Lead Time (days): Lesro Delivery Lead Time (days): National Delivery Lead Time (days): Haworth Delivery Lead Time (days): 		Specify Lead Time in days: Encore: Lesro: National: Haworth:
D.	Additional Purchases allowed on contract for 12 months		
E.	Pricing Guaranteed for 12 months on all quoted items		
F.	Pricing Discount on other items in selected <u>Encore, Lesro, National and Haworth</u> lines for 12 months		
	<ul style="list-style-type: none"> Manufacturer's list price for all items in these lines is attached 		
	<ul style="list-style-type: none"> Specify your proposed % discount off the manufacturer's list price for the 12 month period 		Specify Discount Off List: Encore: Lesro: National: Haworth:

BID # 0215-119: Criminal & Sessions Court Furniture
 Hamilton County, TN

Document Section IV	Bid Specification Description (continued)	Understand & Comply	Exception Noted <i>Attach Explanation</i>
G.	Damage Assessment and Item Replacement/Repair guaranteed within 2 weeks of notification		
H.	Product Warranties (attach copy of full warranty for each line)		
I.	Inside Delivery, Shipping and/or Installation Charges included in product price		
J.	Insurance Requirements		
K.	Payment Terms		

ATTACHMENT B – BID RESPONSE FORM

Factory Certified Bidding Firm Name & Address: _____

Note: In the event of calculation errors, unit price per item will govern.

Brand/ Item Number	Item Description	Fabric Grade/Color	Total Number	Unit Price per Item (\$)	Total Price (\$)
Encore Realm – 4157H	(Attorney Chairs - Criminal) High Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon Hard Casters	Grade 3: Phoenix Admiral (PH-004)	18		
Encore Realm – 4157H	(Attorney Chairs - Sessions) High Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon Hard Casters	Grade 3: Phoenix Lava (PH-006)	30		
Encore Realm – 4157M	(Staff / Witness / Jury Extra Chairs – Criminal) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon Hard Casters	Grade 3: Phoenix Admiral (PH-004)	11		
Encore Realm – 4157M	(Staff / Witness - Sessions) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon Hard Casters	Grade 3: Phoenix Lava (PH-006)	4		
Encore Realm – 4155M	(Bailiff / Court Officer Chairs - Criminal) Mid Back Conference Executive Swivel Tilt No Arms - Armless Caster Base – Black Nylon Hard Casters	Grade 3: Phoenix Lava (PH-006)	12		
Encore Realm – 4155M	(Bailiff / Court Officer Chairs - Sessions) Mid Back Conference Executive Swivel Tilt No Arms - Armless Caster Base – Black Nylon Hard Casters	Grade 3: Phoenix Lava (PH-006)	10		

BID # 0215-119: Criminal & Sessions Court Furniture
Hamilton County, TN

Brand/ Item Number	Item Description	Fabric Grade/Color	Total Number	Unit Price per Item (\$)	Total Price (\$)
Encore Realm – 4157M - J	<p>(Jury Box Chairs – Criminal) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Jury Base – Black</p> <p><i>Notes: Standard Cylinder height 17" – 17 ½" to the top of the seat; Vertical Adjustment to be locked at fixed height by factory prior to shipping; Pedestal bases self-return to center position; Pedestal bases are Black in color.</i></p>	Grade 3: Phoenix Admiral (PH-004)	40		
Encore Realm – 4157M - J	<p>(Jury Box Chairs – Sessions) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Jury Base – Black</p> <p><i>Notes: Standard Cylinder height 17" – 17 ½" to the top of the seat; Vertical Adjustment to be locked at fixed height by factory prior to shipping; Pedestal bases self-return to center position; Pedestal bases are Black in color.</i></p>	Grade 3: Phoenix Lava (PH-006)	1		
Encore Realm – 4157M - STC	<p>(Deliberation Room Chairs - Criminal) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon Soft Tread Casters</p>	Grade 3: Phoenix Lava (PH-006)	42		
Lesro Newport Guest Chair N1401G5	<p>(Waiting/Staging Chairs - Criminal) Black Metal Finish No Arm Caps</p>	Grade 5: Kilkenny Tweed Nightshade (KIL2917)	21		
Lesro Newport Ganging Brackets NOGB	<p>(Waiting/Staging Chairs - Criminal) Black Metal Finish</p>	Black Metal Finish	18		
National Admire Guest Chair N55DD	<p>(Chairs beside DA – Sessions) Horizontal Slat Back No Arms</p>	Grade 3: Jacks and Jill (30707) Finish: Mocha on Cherry (MH)	9		
National Admire Guest Chair N55CC	<p>(Chairs beside Jury Box – Sessions) Horizontal Slat Back With Arms</p>	Grade 3: Jacks and Jill (30707) Finish: Mocha on Cherry (MH)	9		
Haworth Improv H.E. Stool M3E1-1041	<p>(Task Stool – Sessions) Mid-Back Stool No Arms Steel Base, Tilt LK, Hard Casters</p>	Grade A: Wellington XJ XJ – BL Black TR – F Black	4		

BID # 0215-119: Criminal & Sessions Court Furniture
Hamilton County, TN

Brand/ Item Number	Item Description	Fabric Grade/Color	Total Number	Unit Price per Item (\$)	Total Price (\$)
Haworth Improv Side Chair M600-2100	(Stationary Chair beside Judge – Sessions) 4 leg Side Chair with Glides Upholstered Back Plastic No Arms Glides	Grade A: Wellington XJ XJ – BL Black TR – F Black	3		
TOTAL BID AMOUNT					

ATTACHMENT C – AUTHORIZATION TO BIND

By signing this bid, 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. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute any actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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.

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

March 3, 2015

Addendum 1

Title: Criminal and Sessions Court Furniture

Bid/RFP#: 0215-119

The following item has been changed:

Section II, item C. Bid Award: This bid will be awarded on an all or nothing basis.

The Haworth furnishings have been removed from this statement. The Encore, Lesro and National furnishings will be considered an all or nothing bid. Vendors may submit bids either with or without the Haworth line. Haworth will be considered separately.

We are sorry for any inconvenience this may have caused.

Regards,

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

Gail B. Roppo
Director of Purchasing



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0215-119 - Log Courtroom Furniture

2/27/2015 8:31 AM Eastern

Bids Due Date/Time: 3/10/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 3/10/2015 10:30:00 AM Eastern
[Hide](#)

Message Summary	Message Detail	Document Detail					
<p>Message Summary export print Records Per Page </p>							
<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>
2/27/2015 8:30:38AM	Eastern	Linda Chumbler	0215-119 - Courtroom Furniture	Invitation	Please click on the above solicitation number to access bid documents.	281	16

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached ad on February 27, 2015, in the legal notices.

LEGAL NOTICE

Bids for Courtroom Furniture will be opened at 10:30 AM (ET) on March 10, 2015, 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.

Gail B. Roppo
Director of Purchasing



Item Description	Brand/Item Number	Total Number	CWC, LLC (HC)		NOI Chattanooga (HC)		Staples Contract & Commercial, Inc.		Office Coordinators, Inc. (HC)	
			Each	Total	Each	Total	Each	Total	Each	Total
(Attorney Chairs -Criminal) High Back Conference with Fixed Cantilever Arm [Phoenix Admiral - PH-004]	Encore Realm - 4157H	18	\$416.52	\$7,497.36	\$418.48	\$7,532.64	\$438.22	\$7,887.96	\$448.00	\$8,064.00
(Attorney Chairs - Sessions) High Back Conference with Fixed Cantilever Arm [Phoenix Lava - PH-006]	Encore Realm- 4157H	30	\$416.52	\$12,495.60	\$418.48	\$12,554.40	\$438.22	\$13,146.60	\$448.00	\$13,440.00
(Staff / Witness / Jury Extra Chairs – Criminal) Mid Back Conference with Fixed Cantilever Arm [Phoenix Admiral - PH-004]	Encore Realm - 4157M	11	\$394.77	\$4,342.47	\$396.32	\$4,359.52	\$414.67	\$4,561.37	\$423.92	\$4,663.12
(Staff/Witness-Sessions) Mid Back Conference with Fixed Cantilever Arm [Phoenix Lava - PH-006]	Encore Realm - 4157M	4	\$394.77	\$1,579.08	\$396.32	\$1,585.28	\$414.67	\$1,658.68	\$423.92	\$1,695.68
(Bailiff / Court Officer Chairs - Criminal) Mid Back Conference with No Arms [Phoenix Lava - PH-006]	Encore Realm - 4155M	12	\$369.33	\$4,431.96	\$370.41	\$4,444.92	\$387.11	\$4,645.32	\$395.75	\$4,749.00
(Bailiff / Court Officer Chairs - Sessions) Mid Back Conference with No Arms [Phoenix Lava - PH-006]	Encore Realm - 4155M	10	\$369.33	\$3,693.30	\$370.41	\$3,704.10	\$387.11	\$3,871.10	\$395.75	\$3,957.50
(Jury Box Chairs - Criminal) Mid Back Conference with Fixed Cantilever Arm & Jury Base [Phoenix Admiral - PH-004]	Encore Realm - 4157M-J	40	\$456.34	\$18,253.60	\$459.02	\$18,360.80	\$481.33	\$19,253.20	\$492.07	\$19,682.80
(Jury Box Chairs - Sessions) Mid Back Conference with Fixed Cantilever Arm & Jury Base [Phoenix Lava - PH-006]	Encore Realm - 4157M-J	1	\$434.10	\$434.10	\$459.02	\$459.02	\$481.33	\$481.33	\$492.07	\$492.07
(Deliberation Room Chairs - Criminal) Mid Back Conference with Fixed Cantilever Arm & Sofft Tread Casters [Phoenix Lava - PH-006]	Encore Realm - 4157M-STC	42	\$405.44	\$17,028.48	\$407.19	\$17,101.98	\$426.22	\$17,901.24	\$435.73	\$18,300.66
(Waiting/Staging Chairs - Criminal) Black Metal Finish, No Arm Caps [Kilkenny Tweed Nightshade - KIL2917]	Lesro Newport Guest Chair N1401G5	21	\$224.46	\$4,713.66	\$222.85	\$4,679.85	\$235.98	\$4,955.58	\$255.64	\$5,368.44
(Waiting/Staging Chairs - Criminal) Black Metal Finish	Lesro Newport Ganging Brackets NOGB	18	\$11.90	\$214.20	\$12.02	\$216.36	\$13.21	\$237.78	\$14.31	\$257.58

Item Description	Brand/Item Number	Total Number	CWC, LLC (HC)		NOI Chattanooga (HC)		Staples Contract & Commercial, Inc.		Office Coordinators, Inc. (HC)	
			Each	Total	Each	Total	Each	Total	Each	Total
(Chairs Beside DA - Sessions) Horizontal Slat Back, No Arms [Jacks and Jill -30707; Mocha on Cherry - MH]	National Admire Guest Chair N55DD	9	\$271.76	\$2,445.84	\$292.21	\$2,629.89	\$306.59	\$2,759.31	\$347.00	\$3,123.00
(Chairs Beside Jury Box - Sessions) Horizontal Slat Back with Arms [Jacks and Jill - 30707; Mocha on Cherry -MH]	National Admire Guest Chair N55CC	9	\$300.55	\$2,704.95	\$323.88	\$2,914.92	\$340.56	\$3,065.04	\$386.00	\$3,474.00
Total Encore, Lesro, National				\$79,834.60		\$80,543.68		\$84,424.51		\$87,267.85
(Task Stool - Sessions) Mid-Back Stool with No Arms [Wellington XJ, XJ - BL Black, TR - F Black]	Haworth Inprov H.E. Stool M3E1-1041	4	N/A	N/A	\$410.94	\$1,643.76	N/A	N/A	N/A	N/A
(Stationary Chair beside Judge - Sessions) 4 leg Side Chair with Glides with No Arms [Wellington XJ, XJ - BL Black, TR - F Black]	Haworth Improv Side Chair M600 2100	3	N/A	N/A	\$126.29	\$378.87	N/A	N/A	N/A	N/A
Total Haworth						\$2,022.63				

Request for Bids:	
Newspaper Ad:	2-27-15
Vendor Notification:	281
Vendor Response:	4
Budgeted:	Bond



Hamilton County Board of Commissioners RESOLUTION

No. 415-7

A RESOLUTION ACCEPTING THE UNIT PRICE BID OF PCMG, INC. FOR MICROSOFT CLIENT ACCESS LICENSES AND WINDOWS SERVER LICENSES, BEGINNING MAY 15, 2015 THROUGH MAY 14, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, FOR THE INFORMATION TECHNOLOGY SERVICES 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 contract unit pricing for Microsoft Client Access licenses and Windows Server licenses for the Information Technology Services Department; and,

WHEREAS, the bid from PCMG, Inc. was considered to be the lowest and best bid received; and,

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

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

That the bid of PCMG, Inc. for contract unit pricing, beginning May 15, 2015 through May 14, 2016, with the option to renew for one (1) additional one (1) year term, for Microsoft Client Access licenses and Windows Server licenses for the Information Technology Services Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contract necessary to implement this resolution.

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

April 1, 2015

Date

SPECIFICATIONS FOR BID # 0413-158
HAMILTON COUNTY GOVERNMENT
MICROSOFT SERVER & EXCHANGES LICENSES - UNIT PRICING

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month contract for Microsoft Windows Server 2012 R2 Device Client Access Licenses, Microsoft Windows Server 2012 R2 Standard Edition Licenses and Microsoft Exchange 2013 Standard User Client Access Licenses, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission with an option to renew for one (1) year. All prices must remain fixed throughout the term of this contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

- annual item volumes/quantities are estimates only and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed; and
- prices will be guaranteed not to increase during the term of the contract [See paragraph on Substitution and Technology Refreshment below].

Quantities: Specific details regarding estimated annual volumes are included on the attached bid pricing form. Please note that the quantity listed is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract.

Substitution and Technology Refreshment: If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder’s awareness of the OEM’s intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or

upgrade products.

Delivery Requirements: Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule; however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Payment: Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

Contract Termination: The Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination.

Award of Bid: While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award the bid to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

Hamilton County reserves the right to waive any irregularities or reject any or all bids.

BID SUBMISSION REQUIREMENTS

The proposer 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 March 16, 2015, to the Hamilton County Purchasing Director at the address specified below.

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0315-124: Microsoft Exchange-Server Licenses from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

COMPLETION OF THE ATTACHED BID PRICING FORM:

Submit your bid as specified below on the attached bid pricing form. All prices shall be displayed on a unit price basis.

COMPLETION OF THE AUTHORIZATION TO BIND FORM:

Please complete and sign the attached Authorization to Bind form on the page 4.

QUESTIONS:

Questions concerning product specifications should be directed to:

Vaughn Hamilton
Network Manager, Hamilton County ITS
vaughnh@hamiltontn.gov
423-209-6268

Questions concerning bid procedures should be directed to the:

Linda Chumbler
Senior Buyer, Purchasing Department
lindac@hamiltontn.gov
423.209.6353

BID PRICING FORM

Hamilton County is seeking a twelve month unit price contract on the least expensive licensing available for the following Microsoft products.

Product Description	Unit Price Bid (\$)
<p>1. Microsoft Windows Server 2012 R2 Device Client Access Licenses</p> <p style="margin-left: 20px;"><u>No software assurance</u></p>	
<p>2. Microsoft Windows Server 2012 R2 Standard Edition Licenses (Minimum 2 CPU licensing for the latest revision level at the time of purchase)</p> <p style="margin-left: 20px;"><u>No software assurance</u></p>	
<p>3. Microsoft Exchange 2013 Standard User Client Access Licenses</p> <p style="margin-left: 20px;"><u>No software assurance</u></p>	
<p>NOTES:</p> <p>(1) <i>Hamilton County estimates a need for up to 300 Microsoft Windows Server 2012 R2 Device Client Access Licenses, 30 Microsoft Windows 2012 Server Standard Edition Licenses and 1,500 Microsoft Exchange 2013 Standard User Client Access Licenses. This is a projection, not a commitment to order. Note that orders will be placed as needed throughout the year and not as one single order.</i></p> <p>(2) <i>Hamilton County does not qualify for academic pricing.</i></p> <p>(3) <i>If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement under the appropriate line items. Proposed prices for new or revised products shall be constructed for most favored prices. [See Substitution and Technology Refreshment section above for further detail.]</i></p>	

Submitted by Company Name: _____
Print Name

Contact Name / Phone: _____
Print Name

AUTHORIZATION TO BIND

By signing this bid document, 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. I also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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 0315-124 - Log

3/05/2015 8:08 AM Eastern

Microsoft Server & Exchanges Licenses

Bids Due Date/Time: 3/16/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 3/16/2015 10:30:00 AM Eastern
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Message Summary	Message Detail	Document Detail					
<p>Message Summary export print Records Per Page <input type="text" value="10"/></p>							
<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>
3/05/2015 8:08:46AM	Eastern	Linda Chumbler	0315-124 - Microsoft Server & Exchanges Licenses	Invitation	Please click on the above solicitation number to access bid documents.	483	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on March 5, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for Microsoft Server & Exchanges Licenses will be opened at 10:30 AM (ET) on March 16, 2015, 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.

Gail B. Roppo
Director of Purchasing



MS Server & Exchanges Licenses
 March 16, 2015

ITS Department
 10:30 A.M.

Vendors:	PCMG, Inc.	Insight Public Sector, Inc.	Shi International Corp	Refurb Factory	Thomas Consultants Inc.	Global Gov/Ed Solutions, Inc.	NetStar Systems LLP	RJ Young (HC)	ARDER Technologies & Solutions LLC (HC)
MS Windows Server 2012 R2 Device Client Access Licenses	\$18.18	\$19.72	\$20.16	\$20.71	\$21.87	\$21.19	\$21.88	\$23.96	\$32.00
MS Windows Server 2012 R2 Standard Edition Licenses	\$549.25	\$596.58	\$608.40	\$619.26	\$623.27	\$639.60	\$642.99	\$624.33	\$792.00
MS Exchange 2013 Standard User Client Access Licenses	\$48.18	\$52.49	\$53.55	\$55.15	\$56.82	\$57.14	\$56.99	\$55.29	\$71.00
Delivery:	5 Bus. Days	5-10 days	24-72 hrs.	10 days ARO	5-7 days	2-5 Bus. Days	Fedex	2 weeks	Email
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/5/2015
Vendor Notification:	483
Vendor Response:	9
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 415-8

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 REIMBURSEMENT CONTRACT WITH UNITED HEALTH CARE PLAN OF THE RIVER VALLEY, INC. FOR HEALTH SERVICES PROVIDED BY THE HEALTH DEPARTMENT EFFECTIVE APRIL 1, 2015.

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

WHEREAS, Tennessee’s Medicaid program, TennCare, has established contracts with managed care organizations for the reimbursement of Medicaid eligible behavioral health care services; and,

WHEREAS, United Health Care of the River Valley, Inc. is a contracted TennCare managed care organization who desires to enter into a reimbursement contract with the Health Department for covered services; and,

WHEREAS, the Health Department provides said services to the citizens of Hamilton County and desires reimbursement from United Health Care of the River Valley, Inc..

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

that the County Mayor be authorized to sign the attached reimbursement contract with United Health Care of the River Valley, Inc. for Health Services provided by the Health Department effective April 1, 2015.

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

April 1, 2015

Date

**UNITED BEHAVIORAL HEALTH
TENNESSEE PROGRAM
BEHAVIORAL HEALTH NETWORK
GROUP PARTICIPATION AGREEMENT**

THIS TENNESSEE PROGRAM AGREEMENT (“Agreement”), effective on the date specified at the signature portion of this Agreement (“Effective Date”), is between United Behavioral Health (“UBH”), on behalf of itself and UnitedHealthcare Plan of the River Valley, Inc. (“UPRV”) and Chattanooga-Hamilton County Health Department (“Provider”), and sets forth the terms and conditions under which Provider shall participate in one or more networks of MHSA Participating Provider’s developed by UBH to render behavioral health services to individuals enrolled in (1) TennCare; and/or (2) the Centers for Medicare and Medicaid Services’ Special Needs Program (“SNP”) who are dually eligible for Medicaid and Medicare.

UBH and Provider agree to comply with the provisions which the Tennessee Bureau of TennCare requires UPRV to include in participating provider agreements as they concern Members participating in the TennCare Program as set forth in the State of Tennessee Department of Finance and Administration, Bureau of TennCare Contractor Risk Agreements for the East, Middle and West Grand Regions.

If any requirement in this Agreement is determined by TennCare to conflict with the CRA between TennCare and UPRV, such requirement shall be null and void and all other provisions shall remain in full force and effect.

UBH has entered into an administrative only services agreement with UPRV under which UBH provides certain administrative services to UPRV. UPRV is financially responsible for the payment of all TennCare claims.

**SECTION 1
Definitions**

For purposes of this Tennessee Program Agreement, the following definitions shall apply:

Benefit Contract: A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide coverage of Covered Services for a Covered Person. Benefit Contracts include any plans sponsored by the State of Tennessee including, but not limited to, the TennCare Program, and any plans sponsored by the Centers for Medicare and Medicaid Services, including SNP.

Bureau of TennCare: The Tennessee Bureau of TennCare, which shall include the State and any entity authorized by statute or otherwise to act on behalf of the State in administering and/or enforcing TennCare and the terms of the TennCare Contractor Risk Agreements between the

Bureau of TennCare and UPRV (the "CRA") and this Agreement as such agreements relate thereto.

Cause: A breach of any terms of this Agreement by one of the parties.

Clean Claim: A claim received by UPRV for adjudication that requires no further information, adjustment, or alteration by the provider of the services in order to be processed and paid by UPRV. It also means a request for payment for a Covered Service rendered by a Contracting Provider that (a) is timely submitted by the Contracting Provider; (b) is accurate; (c) is submitted on a HIPAA compliant standard claim form including a CMS 1500 (08-05) or UB-04 CMS 1450 or successor forms thereto or the electronic equivalent of such claim form; (d) is a complete claims submission following any and all HIPAA compliance standards (Levels 1-7); (e) includes National Provider Identifier and Taxonomy information for Rendering, Attending and Billing providers; (f) includes, for all J-codes billed, NDC code and drug pricing information (NDC quantity, unit price and unit of measurement) are required, exceptions are: vaccines for children which are paid as an administrative fee, inpatient administered drugs, radiopharmaceuticals unless the drug is billed separately from the procedure; and that requires no further information, adjustment or alteration by Contracting Provider in order to be processed and paid by River Valley Plan. A claim is "timely submitted" under this Provider Agreement if it is submitted within the time frames required by this Provider Agreement. A Clean Claim includes resubmitted claims with previously identified deficiencies corrected and is resubmitted within the time frames required by this Provider Agreement.

CMS: The Centers for Medicare and Medicaid Services, the federal agency which regulates SNP.

Contracting Provider - A provider that is employed by or has signed a Tennessee Program Network Provider Agreement with UPRV and /or UBH to provide covered services to a Tennessee Program Member. A provider is an institution, facility, physician, or other health care practitioner that is licensed or otherwise authorized to provide any of the covered services in the state in which they are furnished.

CRA – The Contractor Risk Agreement between the State of Tennessee and UPRV. Each Grand Region in the State is ruled by a separate specific CRA. Should any contract terms vary between the CRAs, each Grand Region shall be ruled by the applicable CRA for that Grand Region.

Customary Charge: The fee for health care services charged by Provider that does not exceed the fee Provider would charge any other person regardless of whether the person is a Member.

Emergency Medical Condition: A physical or behavioral condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following (1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part.

Health Services: The health care services and supplies covered by the Member's Benefit Contract providing coverage for certain mental health and substance abuse services under one of the Tennessee Programs. Also known as Covered Services and MHSA Health Services.

Medically Necessary: Shall be defined by Tennessee Code Annotated, Section 71-5-144, and shall describe a medical item or service that meets the criteria set forth in that statute. The term "medically necessary", as defined by Tennessee Code Annotated, Section 71-5-144, applies to TennCare enrollees. Implementation of the term "medically necessary" is provided for in regulations at 1200-13-16, consistent with the statutory provisions, which control in case of ambiguity. No enrollee shall be entitled to receive and TennCare shall not be required to pay for any items or services that fail fully to satisfy all criteria of "medically necessary" items or services, as defined either in the statute or in regulations at 1200-13-16.

Member: An individual eligible and enrolled with UPRV to receive coverage for Covered Services under a Tennessee Program. Also known as Covered Person.

Member Expenses: Any amounts that are the Member's responsibility to pay Provider in accordance with the Member's Benefit Contract, including co-payments, coinsurance and deductibles.

MHSA: Mental Health Substance Abuse

MHSA Health Services: The mental health and/or substance abuse health care or treatment services and supplies covered by the Member's Benefit Contract under a Tennessee Program. Also known as Covered Services and Health Services. Refer to the attached Appendix B for the Behavioral Health Benefits Chart for the TennCare Program. SNP Benefits Chart is available at <https://www.uhcrivervalley.com/SecurePlusComplete/>.

MHSA Participating Provider: A health care professional, provider, or other organization, including Provider, that has a written participation agreement in effect with UBH to provide MHSA Health Services to selected groups of Members.

Non-Allowed Charges: The medical charges for which Provider is not permitted to receive payment from UPRV nor bill the Member. Examples are the difference between billed charges and contracted rates and charges for services that are coded redundantly to charges for the other services.

Non-Covered Services: The services for which benefits are not provided or payable under the Member's Benefit Contract and for which the Member is financially responsible.

Special Needs Program: A category of a Medicare Advantage plan sponsored by CMS providing coverage to those Members eligible for both Medicare and Medicaid. Also known as "SNP." Specific regulatory requirements applicable to SNP, if not set forth in this Agreement, are included in the Medicare Advantage Regulatory Appendix attached to this Agreement.

SNP Provider Manual: A document or manual, known as the River Valley SNP Provider Manual, containing the administrative policies, procedures and Protocols to which the Facility is obligated. The River Valley SNP Provider Manual is available to the Contracting Provider at <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

State: The State of Tennessee, including, but not limited to, any entity or agency of the state, such as the Tennessee Department of Finance and Administration, the Office of Inspector General, the Bureau of TennCare, the Tennessee Bureau of Investigation, Medicaid Fraud Control Unit, the Tennessee Department of Mental Health and Developmental Disabilities, the Tennessee Department of Children's Services, the Tennessee Department of Health, the Tennessee Department of Commerce and Insurance, and the Office of the Attorney General. State shall also include State representatives.

Tennessee Program: Any Benefit Contract sponsored by the State of Tennessee and covered by this Agreement including, but not limited to, TennCare, and any Benefit Contract sponsored by CMS including SNP.

TennCare Provider Manual: A document or manual, known as the TennCare Statewide Provider Manual, containing the administrative policies, procedures and Protocols applicable to the Benefit Contract provided, sponsored or administered by UPRV under this Tennessee Program Agreement including, but not limited to, policies and procedures for credentialing, claims, quality improvement, and utilization management to which Provider is obligated. The TennCare Provider Manual can be found on the UPRV website at: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>

UPRV: UnitedHealthcare Plan of the River Valley, Inc. ("UPRV") who is authorized by UBH to access one or more networks of MHSA Participating Provider developed by UBH and who has the financial responsibility for payment of MHSA Health Services covered by a Tennessee Program Benefit Contract.

TENnderCARE (EPSDT): Applicable to the TennCare Program only, the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service is Medicaid's comprehensive and preventive child health program for individuals under the age of 21. EPSDT was defined by law as part of the Omnibus Budget Reconciliation Act of 1989 (OBRA '89) legislation and includes periodic screening, vision, dental, and hearing services. In addition, Section 1905(r)(5) of the Social Security Act (the Act) requires that any medically necessary health care service listed at Section 1905(a) of the Act be provided to an EPSDT recipient even if the service is not available under the State's Medicaid plan to the rest of the Medicaid population. The federal regulations of EPSDT are in 42 CFR Part 441, Subpart B. EPSDT does not apply to the SNP Program.

SECTION 2 Networks of MHSA Participating Provider's

UBH agrees to give affected Facilities notice if UBH declines to include individual facilities or medical groups in its network.

UPRV and/or UBH shall monitor Provider compliance with applicable access requirements, including but not limited to appointment and wait times and take corrective action for failure to comply. UPRV shall conduct surveys and office visits to monitor compliance with appointment waiting time standards and shall report findings and corrective actions to Bureau of TennCare in accordance with Section 2.30.7.2 of UPRV's CRA with the Bureau of TennCare.

SECTION 3 Duties of Provider

3.1 Provision of MHSA Health Services. Provider shall provide MHSA Health Services to all Members as authorized by UBH or UPRV at locations approved in writing by UBH or UPRV. Wait times and access to appointment times shall be in accordance with the requirements of the CRA. These access requirements are not intended to release Provider or the UPRV from the requirements to provide or arrange for the provision of any medically necessary Covered Service required by a Member. At the request of UPRV, Provider may not be authorized to provide MHSA Health Services for some or all of UPRV's Members. Provider shall accept Members as new patients on the same basis as Provider is accepting non-Members as new patients without regard to race, religion, gender, color, national origin, age or physical or mental health status, or on any other basis deemed unlawful under federal, state or local law. At all times, Provider shall require employed or subcontracted health care professionals and facilities to comply with the protocols and requirements of UBH and UPRV and the requirements of all applicable regulatory authorities, including Bureau of TennCare, as applicable. Such requirements include, but are not limited to, not billing Members for any amounts except Member Expenses and charges for services not covered under the Member's Benefit Contract in accordance with Section 2.6.7.5 of the CRA.

3.2 Provider Manual. Provider shall comply with the TennCare Provider Manual which is incorporated by reference, and credentialing criteria, as modified from time to time by UPRV and UBH, respectively. Provider acknowledges that the TennCare Provider Manual may contain service and contract requirements imposed upon UBH and Provider by UPRV, as identified in the TennCare Provider Manual, and Provider shall comply with all such requirements. Failure to comply with the protocols and standards of UBH or UPRV may result in loss of reimbursement to Provider and/or termination of this Agreement. The TennCare Provider Manual can be found on the UPRV website at: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

For Members enrolled in SNP Benefit Contracts ("SNP Members") issued by UPRV, Provider will be subject to the programs, protocols and administrative procedures described in or made available Provider through the UPRV SNP Provider Manual (the "SNP Provider Manual") and the UPRV SNP Payment Policies. The UPRV SNP Provider Manual is available to the Provider at

<https://www.uhcrivervalley.com/10Provider/01AmeriChoice/> and upon request. In the event of any conflict between the UPRV SNP Provider Manual or UPRV SNP Payment Policies on the one hand and any of the following: the Agreement, any other UPRV programs, protocols, administrative procedures (including payment policies and guidelines for calculating payments), or the AmeriChoice TennCare Statewide Provider Manual (the "Provider Manual") in connection with any matter pertaining to a SNP Benefit Contract, the UPRV SNP Provider Manual or UPRV SNP Payment Policies, as applicable, shall govern, unless applicable statutes or regulations dictate otherwise. The TennCare Provider Manual and the SNP Provider Manual may be collectively referred to as "Provider Manual".

3.3 Utilization Management, Quality Improvement and Other UBH or UPRV Programs. Provider shall cooperate with all credentialing and recredentialing processes and all utilization management, quality improvement, peer review, Member grievance, on site review, or other similar UBH or UPRV programs, which can be found in the TennCare Provider Manual or the SNP Provider Manual. UBH's or UPRV's utilization management and quality assurance and improvement standards and procedures do not diminish Provider's obligation to provide services to Members in accordance with the applicable standard of care.

UBH and/or UPRV may initiate corrective action if necessary to improve the quality of care rendered to Members in accordance with the level of care recognized as acceptable professional practice in the community served by Provider and/or the standards established under this Agreement, TennCare and CMS. If UBH or UPRV determines that Provider is not in compliance with the requirements as set forth in this Agreement and standards incorporated herein, in addition to any other rights and remedies UBH and/or UPRV has hereunder and as a matter of law, UBH and/or UPRV may give written notice of non-compliance to Provider specifying the deficiencies which exist. Deficiencies shall be identified by UBH or UPRV with sufficient particularity to enable Provider to understand the nature of the deficiency and the outcome(s) required by UBH and/or UPRV.

3.4 Protocols. Provider shall comply with protocols of UBH and UPRV, which can be found in the TennCare Provider Manual or the SNP Provider Manual. The TennCare Provider Manual and the SNP Provider Manual may be modified from time to time by UPRV.

Failure to comply with the protocols of the applicable Provider Manual may result in denial of payment to Provider and/or termination of this Agreement. If any payment to Provider is denied due to Provider's failure to comply with those protocols, Provider shall not bill the Member for the denied amounts.

3.5 Reporting Changes of Provider Information. Provider shall notify UBH, in writing, within ten (10) calendar days of any changes to the Drug Enforcement Agency registration number of Provider.

3.6 No Right to Refuse MHSA Health Services. Provider shall not refuse to provide medically necessary covered MHSA Health Services to a Member for non-medical reasons, including, but not limited to: (i) the fact that the Member is a person receiving care under the TennCare Program

or SNP; or (ii) Member's failure to pay applicable co-payments and/or special fees. In the case of a dispute between UBH and UPRV regarding the TennCare Program, UBH agrees to abide by the State's requirements imposed under law for the resolution of such dispute, as applicable. Such State requirements include, but are not limited to, compliance with consent decrees, TennCare Rules and Regulations, TennCare Standard Operating Procedures, and Tennessee Independent Review requirements. Provider shall not charge Members for missed appointments. Provider shall not be required to accept or continue treatment of a Member with whom Provider determine(s) it cannot establish and/or maintain a professional relationship. In the event such a relationship cannot be established or it becomes unacceptable to Provider or Member, either the Provider or Member may request upon fifteen (15) days' notice to UPRV that Member be transferred to another MHSa Participating Provider.

3.7 Laboratory Testing. If Provider performs laboratory services, Provider shall meet all applicable requirements of the Clinical Laboratory Improvement Act.

3.8 TENNderCare- Early Prevention, Screening, Diagnostic and Treatment ("EPSDT") Provider. Applicable to the TennCare Program only, Provider shall comply with the applicable requirements of EPSDT provisions in 42 United States Code 1396a(a)(43), 1396d(a) and (r) and applicable federal regulations. With respect to MHSa Health Services rendered to Bureau of TennCare eligible children under the age of twenty-one (21) who have been referred as a result of TENNderCare (EPSDT) screening, Provider shall diagnose, make treatment and/or referral decisions in accordance with UBH and UPRV's medical necessity criteria for Bureau of TennCare and such child's individual medical and behavioral health needs for eligible children under twenty-one (21) years of age, regardless of Benefit Contract limitations, under the following circumstances: when during a TENNderCare (EPSDT) screening, it has been determined that behavioral health diagnostic services need to be provided and the child is referred for diagnostic procedures; and when during TENNderCare (EPSDT) diagnostic procedures, it has been determined that behavioral health treatment services must be provided in order to correct or ameliorate a behavioral health condition that has been identified or discovered to have worsened in severity.

Provider shall make treatment decisions for TENNderCare eligible children based upon the child's individual medical and behavioral health needs. Prior authorization shall not be required for the provision of TENNderCare screenings by Provider.

This section incorporates by reference Section 2.7.6 of the CRA. Upon request, UBH and/or UPRV will provide copies of these sections to Provider. In addition the CRA can be found on the UPRV website at <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

All services, other than TENNderCare (EPSDT) screens and interperiodic screens, must be medically necessary in order to qualify for TennCare coverage. Services may be required to be provided by network providers. All services provided by non-participating providers may require prior approval by UBH on behalf of UPRV. EPSDT does not apply to the SNP Program.

3.9 Data Required by Bureau of TennCare. Provider shall provide UBH, on behalf of UPRV, prompt and timely reporting of data required by Bureau of TennCare, including, but not limited to, data collection and outcomes reporting, and necessary data to determine average unit costs pursuant to UPRV's contract with Bureau of TennCare.

3.10 State Custody. Provider shall not encourage or suggest, in writing or verbally, that Bureau of TennCare children be placed into State custody in order to receive medical or behavioral services covered by Bureau of TennCare.

3.11 Assessments. Assessments of Members covered under the TennCare Program to determine eligibility for benefits available to Priority Members shall be completed by State certified clinicians using Clinically Related Group ("CRG") or Target Population Group ("TPG") assessment forms, as appropriate, within fourteen (14) calendar days of a request for assessment; and reassessment of an individual to diagnose Serious or Persistent Mental Illness ("SPMI") or Serious Emotional Disturbance ("SED"). Assessment must occur at least every twelve (12) months.

UPRV and/or UBH shall conduct audits of CRG/TPG assessments for accuracy and conformity to state policies and procedures. UPRV and/or UBH shall audit all providers conducting these assessments on at least an annual basis. The methodology for these audits and the results of these audits shall be reported as required by Sections 2.30.4.7 and 2.30.4.8 of the CRA.

3.12 Fraud and Abuse. Provider will comply with Section 2.20 of the CRA regarding Fraud and Abuse. A full copy of Section 2.20 is available in the TennCare Provider Manual, located on the provider website: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

The Tennessee Bureau of Investigation Medicaid Fraud Control Unit (TBI MFCU) is the state agency responsible for the investigation of provider fraud and abuse in the State Medicaid program (TennCare). The Tennessee Office of Inspector General (OIG) has the primary responsibility to investigate TennCare member fraud and abuse.

Provider shall, upon request, make available to the Tennessee Bureau of Investigation Medicaid Fraud Control Unit ("TBI MFCU") any and all administrative, financial and medical records relating to the delivery of items or services for which Bureau of TennCare monies are expended. The TBI MFCU shall be allowed access to Provider's places of business and to all of Provider's Bureau of TennCare records during normal business hours, except under special circumstances when after hour admission shall be allowed. Special circumstances shall be determined by the TBI MFCU.

Provider shall report Member fraud and abuse to the Tennessee Office of Inspector General (TN OIG). Provider shall, upon request, make available any and all supporting documentation/records relating to delivery of items or services for which Bureau of TennCare monies are expended. The reporting entity may be asked to help and assist in the investigations by providing requested information and access to records. Shall the need arise, TN OIG shall be allowed access to the places of business and to all Bureau of TennCare records of the Provider during normal business hours except under special circumstances when after hour admission shall be allowed. Special

circumstances shall be determined by TN OIG. Refer to the SNP Provider Manual for any SNP requirements.

3.13 Availability of Records. Provider shall allow Members and their representatives access to Member's medical records, to the extent and in the manner provided by Tenn. Code Ann. Sections 33-3-104, 63-2-101 and 63-2-102, as may be subsequently amended and Title 42, Part 2, Code of Federal Regulations and subject to reasonable charges, shall provide copies thereof upon request.

3.14 Treatment and Discharge Plans. Provider shall involve Members and their authorized representatives in treatment planning and discharge planning processes, shall offer the Member reasonable opportunity to participate in establishing treatment plans and the discharge plan, and shall document Member's involvement and participation in the Member's medical record. For Members who refuse to participate in treatment planning or discharge planning, Provider shall obtain a written statement signed by the Member documenting such refusal or shall document Member's refusal or unavailability to sign. In either event, Provider shall provide such documentation of refusal to UBH in a timely manner. Provider shall maintain the original of said documentation in the Member's medical record.

3.15 Coordination of Services. Provider shall coordinate appropriate mental health care, and substance abuse care for adults and children under the care of Provider. The obligation to coordinate services shall include, but not be limited to, coordination with the appropriate inpatient health care providers during the admissions process to such facilities and the transfer of medical information consistent with confidentiality requirements and applicable State and Federal laws. Provider shall be involved in discharge planning and take all steps necessary to assure that Members admitted to inpatient facilities receive any and all needed post-discharge services, including post-discharge case management services meeting medical necessity criteria within the required timeframes.

3.16 Non-Inducement. Provider warrants that it has not paid and shall not pay, either directly or indirectly to any officer or employee of the State of Tennessee or of the United States Government or any officer or employee of UBH or UPRV as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Provider in connection with any work contemplated or performed relative to the Agreement unless otherwise authorized by the Commissioner, Tennessee Department of Finance and Administration. The Agreement may be terminated, immediately and effective upon the giving of notice thereof, by UBH or UPRV if it is determined that Provider, its agents, employees, subcontractors or consultants offered or gave gratuities of any kind to any official, employee or delegate or member of the legislative body of the State of Tennessee or of the United States Government or any officer or employee of UBH. Provider represents that no member of, employee of, or delegate of Congress, the U.S. General Accounting Office, U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS"), any other Federal agency, UPRV or UBH has benefited or will benefit financially or materially from the Agreement.

3.17 Non-Discrimination. Provider 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 the Agreement or in the employment practices of the Provider on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. Provider 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.

3.18 Debarment and Suspension. Provider certifies, to the best of its knowledge and belief, that it and its principals are in compliance with the regulations found at 45 C.F.R. Part 76, and:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an federal or state department or agency;

(2) have not within a three (3) year period preceding the Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violated any federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses detailed in subparagraph (b) of this certification; and

(4) have not within a three (3) year period preceding the Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

3.19 Appeal Processes. Provider shall implement and comply with the appeal processes and requirements set forth in the applicable Provider Manual and any other applicable policies and procedures, as may be amended from time to time. Provider agrees to make Bureau of TennCare-approved appeal forms, including the appropriate address for submitting appeals for State review, available to all Members at any sites where Members receive MHSA Health Services. Provider shall display notices informing Members of their right to appeal adverse actions affecting the provision of MHSA Health Services in public areas of Provider's facilities in accordance with all rules, as may be subsequently amended, and requirements applicable to TennCare.

UPRV and/or UBH shall provide general and targeted education to Provider regarding emergency appeals, including when an emergency appeal is appropriate, and procedures for providing written certification thereof, and specify that the Provider will comply with the appeal process, including but not limited to the following:

(1) Assist a member by providing appeal forms and contact information including the appropriate address, telephone number and/or fax number for submitting appeals for state level review; and

(2) Require in advance, that Facilities seek prior authorization, when they feel they cannot order a drug on the TennCare PDL as well as taking the initiative to seek prior authorization or

change or cancel the prescription when contacted by a member or pharmacy regarding denial of a pharmacy service due to system edits (e.g., therapeutic duplications, etc.). .

UBH and/or UPRV shall ensure that Provider has a current and adequate supply of public notices as provided by UPRV.

UBH shall provide Members and Provider with the appropriate phone number, fax number and/or address for submitting appeals.

3.20 Subcontracts. Provider shall not enter into any agreement or subcontract for the provision of MHSA Health Services or any other obligations of Provider hereunder without the prior approval of UBH and UPRV. Provider shall submit for UBH's and UPRV's approval any subcontract (and all related documents thereto), including, but not limited to, those agreements with subcontracted health care professionals and facilities, for the provision of MHSA Health Services at least forty-five (45) days prior to the subcontract's proposed effective date. In the absence of written objection to the subcontract by either UBH or UPRV within such period, the subcontract shall be deemed to have approved; provided however, any subcontract must conform to all applicable provisions of TennCare as then administered by the State, including, but not limited to, prior approval as may be required of such subcontract by Bureau of TennCare.

3.21 Compliance with Applicable Laws, Rules and Executive Orders. As required under TennCare by the Bureau of TennCare, Provider shall comply with all of the following applicable laws, rules and executive orders.

(1) 42 CFR Chapter IV, Subchapter C (with the exception of those parts waived under the TennCare Section 1115(a) waiver).

(2) 45 CFR Part 74, General Grants Administration Requirements.

(3) Titles 4, 47, 56, and 71, Tennessee Code Annotated, including, but not limited to, the TennCare Drug Formulary Accountability Act, Public Chapter 276 and The Standardized Pharmacy Benefit Identification Card Act.

(4) All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401, *et seq.*).

(5) Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.

(6) Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.

(7) Section 504 of the Rehabilitation Act of 1973, 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto, 45 CFR Part 84.

- (8) The Age Discrimination Act of 1975, 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- (9) The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- (10) Americans with Disabilities Act, 42 USC 12101 *et seq.*, and regulations issued pursuant thereto, 28 CFR Parts 35, 36.
- (11) The Church Amendments (42 U.S.C. 300a-7).
- (12) Section 245 of the Public Health Service (PHS) Act (42 U.S.C. 238n).
- (13) Weldon Amendment (Consolidated Appropriations Act 2008, Public Law 110-161, Div. G, Sec. 508 (d), 121 Stat. 1844, 2209).
- (14) Sections 1128 and 1156 of the Social Security Act relating to exclusion of providers for fraudulent or abusive activities involving the Medicare, SCHIP and/or Medicaid program.
- (15) Tennessee Consumer Protection Act, TCA 47-18-101 *et seq.*
- (16) The TennCare Section 1115 waiver and all Special Terms and Conditions which relate to the waiver.
- (17) Executive Orders, including Executive Order 1 effective January 26, 1995 and Executive Order 3 effective February 3, 2003.
- (18) The Clinical Laboratory Improvement Amendments (CLIA) of 1988.
- (19) Requests for approval of material modification as provided at TCA 56-32-101 *et seq.*
- (20) Investigatory Powers of TDCI pursuant to TCA 56-32-132.
- (21) 42 USC 1396 *et seq.* (with the exception of those parts waived under the TennCare Section 1115(a) waiver).
- (22) The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Section 1171(5)(E) of the Social Security Act as enacted by HIPAA.
- (23) Title IX of the Education Amendments of 1972 regarding education programs and activities.
- (24) Title 42 CFR 422.208 and 210, Physician Incentive Plans.

- (25) Equal Employment Opportunity (EEO) Provisions.
- (26) Copeland Anti-Kickback Act.
- (27) Davis-Bacon Act.
- (28) Contract Work Hours and Safety Standards.
- (29) Rights to Inventions Made Under a Contract or Agreement.
- (30) Byrd Anti-Lobbying Amendment.
- (31) Subcontracts in excess of one-hundred thousand dollars (\$100,000) shall require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- (32) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-165.)
- (33) TennCare Reform Legislation signed May 11, 2004.
- (34) Federal Pro-Children Act of 1994 and the Tennessee Children's Act for Clean Indoor Air of 1995.
- (35) Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.
- (36) Title 33 (Mental Health Law) of the Tennessee Code Annotated.
- (37) Rules of the Tennessee Department of Mental Health and Developmental Disabilities, Rule 0940 *et seq.*
- (38) Section 1902(a)(68) of the Social Security Act regarding employee education about false claims recovery.
- (39) TennCare rules and regulations.
- (40) TCA 3-6-101 *et seq.*, 3-6-201 *et seq.*, 3-6-301 *et seq.*, and 8-50-505.
- (41) TCA 71-6-101 *et seq.*
- (42) TCA 37-1-401 *et seq.* and 37-1-601 *et seq.*
- (43) TCA 68-11-1001 *et seq.*

(44) TCA 71-5-1401 *et seq.*

3.22 Discussion with Members. Provider has the right to and is encouraged to discuss with its patients: (1) details regarding the diagnosis of the patient's condition; the nature and purpose of any recommended procedure; the potential risks and benefits of any recommended treatment; and (2) any alternative to such recommended treatment including procedures and alternatives that are not Covered Services under the Member's Benefit Contract. Provider has the right to discuss UPRV's reimbursement methodology with Provider's patients.

3.23 Referrals. Provider agrees to refer to and use only other Contracting Providers, except in the case of an Emergency Medical Condition or when a written pre-authorized referral by UBH and/or UPRV has been approved. A pre-authorized referral is never required when an Emergency Medical Condition exists. Provider agrees to see TennCare Members that have been referred to Provider by other Contracting Providers. Provider agrees to perform and bill only for those services requested by the referring Contracting Providers. If services are necessary beyond the original referral request, the referring Contracting Provider must pre-authorized such services. Should Provider render services to a Member without first receiving the appropriate authorization, UBH and/or UPRV has the right to deny any claim for the unauthorized visit and Provider may not collect any reimbursement from the Member pursuant to any applicable Tennessee Program hold harmless provisions.

3.24 Hours of Operation. Provider shall offer hours of operation that are no less than the hours of operation offered to commercial Members.

3.25 Language Interpretation. Provider shall have written procedures for the provision of language interpretation and translation services for any Member who needs such services, including but not limited to, Members with limited English proficiency (LEP), as defined by the Office of Civil Rights.

3.26 Disclosure of Information. Provider will comply and submit to disclosure of information regarding ownership and controlling interest in accordance with the requirements specified in 42 CFR, Part 455, Subpart B.

3.27 Marketing. Provider shall allow UBH and/or UPRV to use and publish, including publication in UPRV's on-line provider directory and printed marketing materials, the following information: provider name, address, phone number, type of practice, languages spoken, e-mail address, office hours, and such other information as is deemed helpful to the Member by UBH and/or UPRV from time to time.

3.28 Intellectual Property. UBH, UPRV and Provider reserve the right to, and control of, the use of their respective trademarks and trade names, and parts thereof and all symbols presently existing or hereafter established. Neither UBH, UPRV nor Provider will use any of the foregoing items of the others in advertising and promotional materials or in any other manner (except as set forth herein) without the prior written consent of that entity. UBH, UPRV and Provider will cease all authorized use immediately upon termination of this Agreement. This provision applies

to the trademarks and trade names and, parts thereof and all symbols presently existing or hereafter established by UBH, UPRV and Provider.

3.29 Federal Funds. In accordance with Section 4.24.1 of the CRA, Provider certifies by signing this Agreement, to the best of its knowledge and belief, that federal funds have not been used for lobbying in accordance with 45 CFR Part 93 and 31 USC 1352. Also in accordance with 4.24.2 of the CRA, Provider shall disclose any lobbying activities using non-federal funds in accordance with 45 CFR Part 93.

SECTION 4 Payment Provisions

4.1 Payment for MHSA Health Services. UPRV shall pay Provider for MHSA Health Services as required by the Benefit Contract or TennCare and provided to a Member by Provider in accordance with the fee schedule attached hereto as Appendix A and incorporated by reference.

The obligation for payment for MHSA Health Services provided to a Member is solely that of UPRV.

In the event a Member's Benefit Contract provides for a Member Expense that is stated as a percentage, the amount of the Member Expense shall be calculated in accordance with the Member's Benefit Contract or as determined by UPRV. The amount calculated pursuant to the preceding sentence shall be deducted from the amount Provider is to be paid for the MHSA Health Services pursuant to this Agreement.

4.2 Payment in Full. Provider shall accept as payment in full for MHSA Health Services rendered to Members such amounts as are paid by UPRV pursuant to this Agreement, and shall not bill Members for non-covered charges which result from UPRV's reimbursement methodologies, if applicable. In no event shall Provider bill a Member for the difference between Customary Charges and the amount Provider has agreed to accept as full reimbursement under this Agreement. Provider shall not implement any policy that would circumvent the obligations of Members to pay for any excluded services or Member Expense under the Benefit Contract. Provider may collect Member Expenses from the Member. If UPRV denies payment for services rendered by Provider on grounds that the services are not Medically Necessary, as defined in the Member's Benefit Contract, Provider shall not collect payment from the Member for the services. Provider agrees that in accordance with TennCare regulations and Tennessee state statutes, that if Provider bills UPRV for a Non-Covered Service and UPRV denies payment, Provider is prohibited from billing the Member, regardless of any agreement that the Member may have signed.

UPRV has entered into and maintains participation agreements with providers for medical services who/that may also have a participation agreement with UBH for mental health and substance abuse services. The fee schedules contained in the UPRV participation agreements apply to medical services rendered by such providers, and the fee schedules contained in the UBH participation agreements, including this Agreement, apply to mental health and substance abuse services rendered by such providers.

This Agreement contractually obligates payment to Provider for MHSA Health Services rendered to Members. The ASA in effect between UBH and UPRV obligates payment by UPRV for all MHSA Health Services rendered by Provider under this Agreement.

4.3 Submission of Claims. Provider shall submit claims for MHSA Health Services to UPRV in a manner and format prescribed by UBH and/or UPRV, which may be an electronic format. Provider shall have one hundred and twenty (120) calendar days from the date of rendering a health care service to file a claim with UPRV except in situations regarding coordination of benefits or subrogation in which case Provider is pursuing payment from a third party or if the Member is enrolled in TennCare with a retroactive eligibility date. In situations of third party benefits, the maximum time frames for filing a claim shall begin on the date that the third party documented resolution of the claim. In situations of enrollment in the plan with a retroactive eligibility date, the time frames for filing a claim shall begin on the date that UPRV receives notification from TennCare of the Member's eligibility/enrollment. Provider agrees that claims received after this time period may be rejected for payment, at UPRV's discretion.

Provider agrees to submit itemized bills on the Centers for Medicare and Medicaid Services ("CMS")-approved claim forms (CMS 1500, CMS 1450, or their replacement equivalents), with the appropriate UPRV approved codes (e.g., CPT, ICD-9, DRG) for procedure and diagnosis showing, for actual services rendered, regular billed charges and not the rate attachment amount. Claim forms must be completed in accordance with the most current standards established by CMS for claims.

Provider shall include in a claim the Member number, Customary Charges for the MHSA Health Services rendered to a Member during a single instance of service or admission, as applicable, Provider's Federal Tax I.D. number, Provider's TennCare identification number, which Provider must obtain from Bureau of TennCare, and/or other identifiers requested by UBH or UPRV.

Provider shall not bill the Member for MHSA Health Services if Provider fails to submit claims in accordance with the above provisions.

UPRV and/or UBH shall have the right to make, and Provider shall have the right to request, corrective adjustments to a previous payment; provided however, that UPRV shall have no obligation to pay additional amounts after twelve (12) months from the date the initial claim was paid and, as maybe applicable to the TennCare Program, except for claims where an Independent Review request has been submitted.

The applicable Provider Manual contains provisions regarding resolution procedures for claims disputes. Such provisions for TennCare Members are included in the section entitled "Reconsideration Requests" and "Provider Complaints and Claim Payment Disputes." Such provisions for SNP Members are included in the section entitled "Provider Complaints and Claims Payment Disputes".

4.4 Payment by UPRV. UPRV shall pay the Provider upon receipt of a clean claim properly submitted by Provider within the required time frames as specified in TCA 56-32-126(b) and Section 2.22.4 of the CRA.

If TennCare deems UPRV unable to timely process and reimburse claims and requires UPRV to submit provider claims for reimbursement to an alternate claims processor to ensure timely reimbursement, Provider shall accept reimbursement at UPRV's rates or the rate established by TennCare, whichever is greater.

Provider shall provide for prompt submission of information needed to make payment.

The TennCare Provider Independent Review of Disputed Claims process shall be available to Provider to resolve claims relating to the TennCare Program and denied in whole or in part by UPRV as provided at Tenn. Code Ann. Section 56-32-126(b), as may be subsequently amended.

If Provider discontinues or adds any service covered by this Agreement, Provider shall notify UBH and/or UPRV in writing at least 30 days prior to discontinuance or addition, and any applicable payment rates shall be adjusted by agreement of both parties. UBH and/or UPRV shall review, at the time of the addition or deletion, UBH's and/or UPRV's business need for the service to appropriately ensure adequacy of access. If the need for the addition of the service exists, Provider shall comply with UBH's credentialing requirements for that new service.

Provider shall accept payment or appropriate denial made by UPRV (or, if applicable, payment by UPRV that is supplementary to the Member's third party payer), plus the amount of any applicable Member Expenses as payment in full for Covered Services provided and shall not solicit or accept any surety or guarantee of payment from the Member in excess of the amount of applicable Member Expenses. Non-Allowed Charges cannot be collected from the Member (including the patient, parent(s), guardian, spouse or any other legally responsible person of the Member being served). Provider shall make all reasonable efforts to collect the applicable Member Expenses or charges for Non-Covered Services from the Member, including but not limited to, referral to a collection agency and where appropriate, court action. Provider must document its collection efforts and shall allow UPRV access to its documentation at its/their request.

Any additional requirements for SNP Members may be found in the Medicare Advantage Regulatory Requirement Appendix attached to this Agreement and/or the SNP Provider Manual section entitled "Claims Billing Procedures".

4.5 Coordination of Benefits. For Members participating in the TennCare Program, payments by UPRV shall be deemed the payment of last resort for all MHSA Health Services. Provider agrees to abide by Bureau of TennCare Statutes and/or Rules relating to Third Party Resources. For further details regarding Coordination of Benefits refer to the TennCare Provider Manual, which can be found at <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

4.6 Member Protection Provision. In no event, including, but not limited to, non-payment by UPRV for MHSA Health Services rendered to Members by Provider, insolvency of UPRV, or breach by UPRV, UBH or Provider of any term or condition of, as may be applicable, this Agreement, the CRA or the SNP Agreement with CMS ("SNP 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 behalf of the Member for MHSA Health Services eligible for reimbursement under this Agreement; provided, however, that Provider may collect from the Member, Member Expenses or charges for services not covered under the Member's Benefit Contract.

The provisions of this section shall (i) apply to all MHSA Health Services rendered while this Agreement is in force; (ii) with respect to MHSA Health Services rendered while this Agreement is in force, survive the termination of this Agreement regardless of the cause of termination; (iii) be construed to be for the benefit of the Members; and (iv) supersede any oral or written agreement, existing or subsequently entered into, between Provider and a Member or person acting on a Member's behalf, that requires the Member to pay for such MHSA Health Services.

Contracting Provider shall not hold TennCare Member liable beyond allowed TennCare cost sharing for debt due to the insolvency of UPRV, or non-payment by the State to UPRV. Further, Contracting Provider may not charge TennCare Member for missed appointments. Facilities or collection agencies acting on the Contracting Provider's behalf may not bill TennCare Members for amounts other than applicable TennCare cost sharing responsibilities for Covered Services, including but not limited to, services that the State, or UPRV has not paid for, except as permitted by TennCare rules and regulations and as described below in Section 4.8.

4.7 Contracted Rate for Members. Provider agrees to continue to provide MHSA Health Services to Members who have exhausted his/her covered benefits under the Benefit Contract and to charge no more than the contracted rate for those MHSA Health Services. Provider may bill the Member directly for those MHSA Health Services for which there is no longer any coverage under the Benefit Contract.

4.8 Non-Covered Services. In accordance with TennCare regulations and Tennessee state statute, Provider shall be allowed to bill a Member for Non-Covered services only if:

(1) If the services are not Covered Services and, prior to providing the services, the Contracting Provider informed the TennCare Member that the services were not covered. The Contracting Provider shall inform the TennCare Member of the non-covered service and have the TennCare Member acknowledge the information. If the TennCare Member still requests the service, the Contracting Provider shall obtain such acknowledgment in writing prior to rendering the service. Regardless of any understanding worked out between the Contracting Provider and the TennCare Member about private payment, once the Contracting Provider bills UBH or UPRV for the service that has been provided, the prior arrangement with the TennCare Member becomes null and void without regard to any prior arrangement worked out with the TennCare Member.

(2) If the member's TennCare eligibility is pending at the time services are provided and if the Contracting Provider informs the person they will not accept TennCare assignment whether or not eligibility is established retroactively. Regardless of any understanding worked out between the Contracting Provider and the TennCare Member about private payment, once the Contracting Provider bills UBH or UPRV for the service the prior arrangement with the TennCare Member becomes null and void without regard to any prior arrangement worked out with the TennCare Member.

(3) If the member's TennCare eligibility is pending at the time services are provided, however, all monies collected, except applicable TennCare cost sharing amounts must be refunded when a claim is submitted to UBH or UPRV because the Contracting Provider agreed to accept TennCare assignment once retroactive TennCare eligibility was established. (The monies collected shall be refunded as soon as a claim is submitted and shall not be held conditionally upon receipt of a claim).

(4) If the services are not covered because they are in excess of a TennCare Member's hard benefit limit, and the Contracting Provider complies with applicable TennCare rules and regulations.

For Members covered under SNP, Facility may collect any applicable Member Expenses or fees for services not covered under the SNP Plan and delivered on a fee-for-service basis to the Member; provided, however, Facility and Member have agreed to the delivery of non-Covered Services solely at the expense of Member and as long as Facility has clearly informed the Member in advance that SNP may not cover or continue to cover a specific service or services and the Member has agreed in writing to pay for the services if they are not covered, and any other CMS requirements are met.

4.9 TennCare Member Cost Sharing. Provider has access to amount of TennCare Member cost sharing responsibilities in the Provider Manual. Co-payment amounts are also listed on Member ID cards, and may be accessed by contacting Customer Service.

4.10 SNP Cost Sharing. Provider may access information on SNP member cost sharing responsibilities in the SNP Provider Manual located at <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

4.11 Capitation Arrangements. For those Agreements where the Contracting Provider is compensated via a capitation arrangement, if Contracting Provider becomes aware for any reason that he/she is not entitled to a capitation payment for a particular TennCare Member (a patient dies, for example), Contracting Provider shall immediately notify both UPRV and TennCare by certified mail, return receipt requested. Failure to provide such notification may subject Contracting Provider to sanctions. Contracting Provider shall also submit utilization or encounter data as specified by UPRV so as to ensure UPRV's ability to submit encounter data to TennCare that meets the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims.

SECTION 5 Notices to UBH

Provider shall notify UBH within ten (10) days of knowledge of any action taken to restrict, suspend or revoke the participation of Provider (or any of Provider's subcontracted health care professionals and facilities) in Medicare, Medicaid, SCHIP, or TennCare. Notification by Provider shall include

a brief description of the circumstances giving rise to the matter being reported. Upon request by UBH, Provider shall provide UBH with report(s) (including but not limited to a copy of the Member medical record) of the status or final disposition of any such matter.

Unless otherwise specified in this Agreement, any notice or other communication required or permitted shall be in writing. All written notices or communication shall be deemed to have been given when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth at the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. The parties shall provide each other with proper addresses of all designees that should receive certain notices or communication instead of that party.

SECTION 6

Records

6.1 Audit and Inspection of Facilities. Provider, and/or employed or subcontracted health care professionals and facilities shall permit UBH, UPRV or the State, or their duly authorized agents, the Office of the Comptroller of the Treasury, any health oversight agency, including but not limited to the Tennessee Department of Commerce and Insurance (“TDCI”) Tennessee Office of the Inspector General (“TN OIG”), TBI Medicaid Fraud Control Unit (“TBIMFCU”), US Department of Health and Human Services (“DHHS”), DHHS OIG and the Department of Justice (“DOJ”) and any other authorized state or federal agency to conduct audits and/or on-site inspections of Provider and/or subcontracted health care professionals and facilities. Audits shall include UBH's and/or UPRV's right to review Provider's records relating to its performance under this Agreement, including but not limited to, medical, administrative, records relating to Members, eligibility of benefit information and evidence that an annual independent audit has been performed. Site visits shall include but not be limited to (i) access and availability reviews required by the State; (ii) environmental provider inspection audits; (iii) mobile crisis response team reviews; (iv) risk management reviews following an adverse occurrence; (v) reviews to determine compliance with corrective action plans; and (vi) reviews relating to the implementation of new programs and/or the addition of new sites. The terms of this Section 6.1 shall survive the termination of this Agreement.

6.2 Maintenance of and UBH and UPRV Access to Records. Provider shall maintain adequate medical, financial and administrative records related to MHSA Health Services provided by Provider under this Agreement and in a manner consistent with the standards of the community and in accordance with all applicable statutes and regulations. These records shall be maintained, in a manner that is current, detailed and organized, and which permits effective and confidential patient care and quality review, administrative, civil and/or criminal investigations and/or prosecutions.

Provider shall abide by medical record keeping policies and practices which are consistent with 42 CFR Part 456 and current NCQA standards for medical record documentation. Medical record policies are available in the applicable Provider Manual, and address confidentiality of medical records, medical

record documentation standards, and performance goals to assess the quality of medical record keeping.

Provider agrees that medical records shall be maintained or available at the site where the Covered Services are rendered pursuant to Section 2.24.6 of the CRA, as may be subsequently amended.

Members (for purposes of behavioral health records, member includes an individual who is age sixteen (16) or over) and their legally appointed representatives shall be given access to the Members' medical records, to the extent and in the manner provided by Tenn. Code Ann. 63-2-101, 63-2-102 and 33-3-104 et seq., and, subject to reasonable charges, be given copies thereof upon request.

When a Member-provider relationship with Provider ends and the Member requests that medical records be sent to another TennCare-participating provider, Provider shall not charge the Member or the second provider for providing the medical records. Provider agrees not to charge UBH, UPRV or Member for copies of medical records provided to UBH and/or UPRV for claims payment or medical management.

UBH shall maintain and require Providers to maintain records in conformity with Tenn. Code Ann. 33-3-101 et seq. for persons with serious emotional disturbance or mental illness.

Provider acknowledges that in receiving, storing, processing or otherwise dealing with information from UBH or UPRV about Members, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and by TCA 33-3-103, whichever is more stringent. Provider agrees that it will resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations pursuant to 42 CFR Part 2 or by TCA 33-3-103, whichever is more stringent.

Provider must keep any and all records for a period of not less than ten (10) years from the close of this Agreement and retained further if the records are under review or audit until the review or audit is complete. The records shall be made available and furnished immediately upon request for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of authorized representatives of UBH, UPRV or TennCare and authorized federal, state and Comptroller personnel.

In order to perform its utilization management and quality improvement activities, UBH and/or UPRV shall have access to such information and records, including claim records, within fourteen (14) days from the date the request is made, except that in the case of an audit by UBH or UPRV, such access shall be given at the time of the audit. If requested by UBH or UPRV, Provider shall provide copies of such records free of charge. Unless a longer time period is required by applicable statutes or regulations or the applicable Provider Manual, UBH and/or UPRV shall have access to and the right to audit information and records during the term of this Agreement and for ten (10) years following its termination.

As a condition of participation in TennCare, members shall give TennCare, TDCI the Office of the Comptroller, and any health oversight agency, such as TN OIG, TBI MFCU, DHHS Office of Inspector General (DHHS OIG), and DOJ, and any other authorized state or federal agency, access to their records. Said records shall be made available and furnished immediately upon request by the provider for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring as well as for administrative, civil and criminal investigations or prosecutions upon the request of an authorized representative of UPRV, TennCare or authorized federal, state and Comptroller personnel, including, but not limited to, the TN OIG, the TBI MFCU, the DHHS OIG and the DOJ.

6.3 Government and Accrediting Agency Access to Records. The federal, State and local government, or accrediting agencies including, but not limited to, the National Committee for Quality Assurance (the "NCQA"), and any of their authorized representatives, shall have access to, and UBH, UPRV and Provider are authorized to release, in accordance with applicable statutes and regulations, all information and records or copies of such, within the possession of UBH, UPRV or Provider, which are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to UBH, UPRV or Provider.

In accordance with the State's right to inspect, audit and duplicate financial and medical records on Members receiving MHSA Health Services under the Benefit Contract, Provider shall make available and otherwise permit inspection, audit, and duplication of records on such Members to the State, or its agents, including, but not limited, to Bureau of TennCare, the Tennessee Bureau of Investigation, Medicaid Fraud Control Unit, Tennessee Department of Commerce and Insurance and the TennCare Bureau.

6.4 Proprietary Information. The terms of this Agreement and information shared pursuant to this Agreement shall be kept confidential. This Confidentiality Provision shall not apply to information that: (1) is or becomes generally available to the public (other than as a result of a prohibited disclosure by a party to this Agreement); (2) becomes available to a party on a non-confidential basis from a source that is entitled to disclose it; or (3) has been independently acquired or developed by any party without violating any of its obligations under this Agreement. These confidentiality requirements shall remain in effect during the term of this Agreement and shall survive the termination or expiration of this Agreement.

SECTION 7

Resolution of Disputes; Judicial Remedies

UBH, UPRV and Provider will work together in good faith to resolve any disputes that arise pursuant to this Agreement. If the parties are unable to resolve the dispute within thirty (30) days following the date one party sent written notice of the dispute to the other party, and if UBH, UPRV or Provider has consented in writing to binding arbitration wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the sending of written notice of the dispute. Any arbitration proceeding under this Agreement shall be conducted in a location agreed to by the parties or

as selected by the AAA if the parties can not agree on a location. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law. If the dispute pertains to a matter which is generally administered by certain UBH or UPRV procedures, such as a credentialing or quality improvement plan, the procedures set forth in that plan must be fully exhausted by Provider before Provider may invoke its right to arbitration under this section. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

Notwithstanding the foregoing provision and as may be applicable to claims relating to Members covered under the TennCare Program, Provider shall be entitled to pursue its remedies under the Tennessee Independent Review statute, Tenn. Code Ann. Section 56-32-126(b), as may be subsequently amended. The parties agree that for any controversy that remains unresolved following the dispute resolution process outlined above shall be resolved in a court of competent jurisdiction located in Davidson County, Tennessee. In such lawsuits, the parties hereby expressly waive any objection to improper venue or personal jurisdiction. The parties understand and agree that the non-breaching party shall be entitled to equitable relief, including, but not limited to, the right to a mandatory injunction requiring the other party to comply with the terms of the Agreement and to correct any prior breaches of the Agreement when available under Tennessee law.

The TennCare Provider Independent Review of Disputed claims process shall be available to Provider to resolve claims relating to Members covered under the TennCare Program and denied in whole or in part by UBH and/or UPRV as provided at Tenn. Code Ann. Section 56-32-126(b), as may be subsequently amended.

(1) Alternative Language:

In any claim, dispute, or controversy (collectively and or all of which shall be hereinafter referred to as "dispute") shall arise among the Parties hereto with respect to the making, construction, terms, or interpretation of the Agreement or any breach hereof, or the rights or obligation of any Party, the dispute in lieu of court action, may be submitted to non-binding arbitration pursuant to the rules of the American Arbitration Association within 30 business days, upon written demand by any Party. Arbitration shall be initiated by written notice to the other Parties, and the notice shall include a description of the matter to be arbitrated. As agencies of the State of Tennessee, mandatory, binding arbitration is not permitted for the University of **(enter Group Name)** and the University of **(enter schools name)** School of Medicine, as determined by the State Attorney General.

Or

(2) Alternative Language

The parties shall work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within 30 business days following the date one party sent written notice of the dispute to the other party, and if either party wishes to pursue the dispute, it may be submitted to mediation. The mediator may construe or interpret but shall not vary or ignore the terms of this Agreement in assisting the parties to reach resolution of the dispute. If the dispute pertains to a matter which is generally administered by certain UBH

procedures, such as credentialing or quality improvement plan, the procedures set forth in that UBH must be fully exhausted by Provider before Provider may invoke its right to mediation under this section. In the event these informal means of dispute resolution fail and a party wishes to further pursue the dispute, the parties shall have all legal remedies available to them in a court of competent jurisdiction.

SECTION 8 Indemnification

8.1 Indemnification with UBH and UPRV. Provider agrees to indemnify and hold harmless UBH and UPRV as well as their officers, agents, employees, representatives and assigns from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of Provider, its employees, or any person acting for or on its or their behalf relating to this Agreement or Provider's failure to comply with the terms of this Agreement. Provider further agrees it shall be liable for the reasonable cost of attorneys for UBH and UPRV in the event such service is necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of Provider to UBH or UPRV.

In the event of any such suit or claim, Provider shall give UBH immediate notice thereof and shall provide all assistance required by UBH and/or UPRV in UBH and/or UPRV's defense. UBH shall give Provider written notice of any such claim or suit, and Provider shall have full right and obligation to conduct Provider's own defense thereof; provided, however, nothing contained herein shall be deemed to accord to Provider, through its attorney(s), the right to represent UBH and/or UPRV in any legal matter.

1) *Alternative Language:* Each party shall be responsible for any and all damages, claims, liabilities or judgments, which may arise as a result of its own negligence or intentional wrongdoing. Any costs for damages, claims, liabilities or judgments incurred at any time by one party as a result of the other party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other party.

Or

2) *Alternative Language:* UBH shall be responsible for any and all claims, liabilities, damages or judgments that may arise as a result of UBH's negligence or intentional wrongdoing. Any costs for damages, claims, liabilities or judgments incurred at any time by Provider as a result of UBH's negligence or intentional wrongdoing shall be paid for or reimbursed by UBH.

Provider shall be responsible for any and all claims, liabilities, damages or judgments that may arise as a result of Provider's negligence or intentional wrongdoing. Any costs for damages, claims, liabilities or judgments incurred at any time by UBH or a Payor as a result of Provider's negligence or intentional wrongdoing shall be paid for or reimbursed by Provider.

Each party agrees that it is not the intent of this Section to create additional liabilities for the other party which would be construed to be excluded under the other party's professional or malpractice insurance policies.

The responsible party shall retain the right to assume and direct the defense of any and all claims, liabilities or damages for which the non-responsible party is seeking reimbursement under this Section. The responsible party agrees not to enter into any settlement agreement of compromise in a manner that admits fault or imposes restrictions or obligations upon a non-responsible party without that party's prior written consent. The non-responsible party shall immediately notify the responsible party of any claim, liability or damage for which the non-responsible party seeks reimbursement under this Section.

8.2 Indemnification with the State. Provider agrees that it is also subject to the terms of Section 4.31 of the CRA, as may be subsequently amended by the State, such that:

Provider shall indemnify and hold harmless the State as well as its officers, agents, and employees (hereinafter the "Indemnified Parties") from all claims, losses or suits incurred by or brought against the Indemnified Parties as a result of the failure of the Provider to comply with the terms of this Agreement. The State shall give the Provider written notice of each such claim or suit and full right and opportunity to conduct Provider's own defense thereof, together with full information and all reasonable cooperation; but the State does not hereby accord to the Provider, through its attorneys, any right(s) to represent the State of Tennessee in any legal matter, such right being governed by TCA 8-6-106.

Provider shall indemnify and hold harmless the Indemnified Parties as well as their officers, agents, and employees from all claims or suits which may be brought against the Indemnified Parties for infringement of any laws regarding patents or copyrights which may arise from the Provider's or Indemnified Parties performance under this Agreement. In any such action, brought against the Indemnified Parties, the Provider shall satisfy and indemnify the Indemnified Parties for the amount of any final judgment for infringement. The State shall give the Provider written notice of each such claim or suit and full right and opportunity to conduct the Provider's own defense thereof, together with full information and all reasonable cooperation; but the State does not hereby accord to the Provider, through its attorneys, any right(s) to represent the State of Tennessee in any legal matter, such right being governed by TCA 8-6-106.

While the State will not provide a contractual indemnification to the Provider, such shall not act as a waiver or limitation of any liability for which the State may otherwise be legally responsible to the Provider. The Provider retains all of its rights to seek legal remedies against the State for losses the Provider may incur in connection with the furnishing of services under this Agreement or for the failure of the State to meet its obligations under the Agreement.

At all times during this Agreement, Provider shall indemnify the Tennessee Bureau of TennCare and any of its related agencies from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of Provider, its employees, or any person acting for or on its or their behalf relating to this Agreement or Provider's failure to comply with the terms of this Agreement pursuant to Section 2.12.9.49 of the CRA, as may be subsequently amended.

8.3 Liquidated Damages. UBH or UPRV may assess liquidated damages against Provider, where Provider is responsible for assessment of liquidated damages against UBH or UPRV by Bureau of TennCare.

SECTION 9

Term and Termination

9.1 Term. This Agreement shall begin on the effective date and it shall remain in effect for an initial term of one year. After the initial term it shall automatically renew for successive 1-year terms until it is terminated as provided below

9.2 Termination. Notwithstanding Section 9.1, this Agreement may be terminated as follows:

9.2.1 If terminating for Cause, the notice shall list the circumstances that constitute a breach. The breaching party shall have sixty (60) days from the date notice to cure such breach. If such breach is not cured, the other party may terminate this Agreement by giving sixty (60) days written notice of termination to the breaching party and this Agreement shall terminate at the expiration of the sixty (60) days.

9.2.2 UBH shall have the right to summarily suspend Provider or terminate this Agreement immediately if: a) there is a material change in application information; or b) Provider fails to notify UBH of any change in application information; or c) UBH reasonably determines that continuation of this Agreement or continued participation of Provider may negatively affect Member care.

9.2.3 If terminating without Cause, the terminating party must give at least 120 days prior written notice to the other party after the expiration of the initial contracting period and termination shall become effective at the end of the notice period.

9.2.4 This Agreement shall automatically terminate upon cessation of operations of UBH, UPRV or Provider. Notice of cessation of operations shall be provided to the others as soon as practical.

9.2.5 Summary Suspension: UBH's Chief Medical Officer or one of UBH's Vice Presidents of Medical Management may place Provider on summary suspension. Members will be notified that Provider will no longer be reimbursed for services to

Members until UBH and/or UPRV provides notice to the contrary. Provider may appeal summary suspension by filing a written request of appeal with UBH within thirty (30) days from the date of the summary suspension. UBH will respond within thirty (30) days from the date of the request for an appeal and establish a date for an appeal hearing. The appeal hearing shall occur within sixty (60) days from the date of the summary suspension. Upon completion of the investigation and appeal hearing, UBH will make a decision as to the continued participation of Provider.

9.2.6 This Agreement may be terminated by UBH immediately upon written notice to Provider, due to Provider's loss, suspension, restriction, probation, voluntary relinquishment, or any other adverse action taken against any of Provider's licenses or certification, loss of insurance or failure to maintain financial reserves sufficient to provide the level of self-insurance required under this Agreement.

9.2.7 This Agreement may be terminated by UBH in accordance with its credentialing plan. If Provider is terminated through the UBH credentialing process, this Agreement shall be deemed terminated as of the date Provider has been terminated pursuant to that process.

9.2.8 This Agreement may be terminated by UBH immediately if UBH determines, in its sole discretion, that the health, safety or welfare of Members may be jeopardized by the continuation of this Agreement.

9.2.9 This Agreement may be terminated by UBH in accordance with the applicable Provider Manual.

9.2.10 This Agreement may be terminated when TENNCARE determines it to be in this best interest of the State.

9.3 Termination of CRA - Continuation of Services. If the CRA between TennCare and UPRV terminates, for any reason as described in section 4.4 of the CRA with TennCare, Provider shall continue to provide services under the terms and conditions of this Agreement to Members and UBH and/or UPRV shall continue to reimburse Provider for those Covered Services until the end of UPRV's obligation under the CRA with TennCare. In the event of termination Provider shall immediately make available to TennCare, or its designated agent, in a usable form, any or all records, whether medical or financial, related to Provider's activities undertaken pursuant to this Agreement. The provision of such records shall be at no expense to TennCare, UPRV, UBH or the Member.

9.4 Notice to Members. Provider shall provide sixty (60) days written notification of termination of this Agreement to Members who have received Covered Services from Provider within the past two (2) years.

9.5 Exclusivity. This Agreement is non-exclusive. Either party may enter into agreements in regard to medical services with any other person or entity except for subcontracts as otherwise stated herein.

9.6 Continuation of Medical Services. In the event of nonpayment by UPRV, UPRV insolvency or breach of this Agreement, each Provider and its respective assignees and subcontractors shall continue to provide medical services to Members for the lesser of: (1) a period of thirty (30) days from the date of entry of the liquidation orders; or (2) until date of discharge (in inpatient); or (3) for a period for which premium has been paid; or (4) until alternate coverage is secured. UBH and UPRV will not require Provider to deliver care to Members without proper compensation for a period longer than necessary to transfer Members from UPRV to alternate coverage. This provision shall survive termination or expiration of this Agreement regardless of the cause giving rise to any termination and shall be construed to be for the benefit of the Member. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and a Member or persons acting on a Member's behalf.

In the event of (1) UPRV's or UBH's insolvency or other cessation of operations or (2) termination of the SNP Agreement with CMS, Facility will continue to provide Covered Services to Members through the period for which a premium has been paid on behalf of Members covered under SNP, or, in the case of Members covered under SNP who are hospitalized as of such period or date, until the Members' discharge from the facility, whichever time is greater. Members confined in an inpatient facility on the date of insolvency or other cessation of operations will continue until their continued confinement in an inpatient facility is no longer medically necessary.

9.7 Conflict of Interest.

a. Contracting Provider provides assurance that no part of the total Agreement amount received by Provider under this Agreement shall be paid directly, indirectly or through a parent organization, subsidiary or an affiliated organization to any state or federal officer or employee of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contracting Provider in connection with any work contemplated or performed relative to this Agreement unless otherwise disclosed to the Commissioner, Tennessee Department of Finance and Administration. For purposes of this Section 9.a., "immediate family member" shall mean a spouse or minor child(ren) living in the household. Contracting Provider shall ensure that it maintains adequate internal controls to detect and prevent conflicts of interest from occurring at all levels of its organization. Upon discovery of a conflict of interest, Contracting Provider shall notify all appropriate parties immediately.

b. Offer of Gratuities: By signing this Agreement, Contracting Provider certifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the United States General Accounting Office, United States Department of Health and Human Services, CMS, or any other federal agency has or will benefit financially or materially due to influence in obtaining this Agreement. This Agreement may be terminated by TennCare if it is determined that gratuities of any kind were offered to or received by any of the

aforementioned officials or employees from Contracting Provider or Contracting Provider's agent or employees.

c. Lobbying: Contracting Provider certifies by signing this Agreement, to the best of its knowledge and belief, that Federal funds have not been used for lobbying in accordance with 45 CFR Part 93 and 31 U.S.C 1352. (See also TCA 3-6-101 *et seq.*, 3-6-201 *et seq.*, 3-6-301 *et seq.*, and 8-50-505.). Contracting Provider shall disclose any lobbying activities using non-federal funds in accordance with 45 CFR Part 93.

SECTION 10 Miscellaneous

10.1 Non-Assignability. This Agreement shall not be assigned, delegated or transferred by either party without the prior written consent of the other, unless the assignability is directly to TennCare.

10.2 Subcontracts. Provider shall not enter into any agreement or subcontract for the provision of MHSA Health Services or any other obligations of Provider hereunder without the approval of UBH and UPRV. Provider shall submit for UBH and UPRV's approval any subcontract (and all related documents thereto), including, but not limited to, those agreements with subcontracted health care professionals and facilities, for the provision of MHSA Health Services at least forty-five (45) days prior to the subcontract's proposed effective date. In the absence of written objection to the subcontract by UBH and UPRV within such period, UBH and UPRV shall be deemed to have approved the subcontract; provided however, any subcontract must conform to all applicable provisions of TennCare as then administered by the State, including, but not limited to, prior approval as may be required of such subcontract by Bureau of TennCare.

10.3 Confidentiality. Neither UBH nor Provider shall disclose to third parties any confidential or proprietary business information which it receives from the other party, including, but not limited to, financial statements, business plans, protocols and programs; except that (i) Provider may disclose information to a Member relating to the Member's treatment plan and the payment methodology, but not specific rates; and (ii) UBH may disclose certain terms to UPRV or designees that need the information to process claims or administer a Benefit Contract, and may file the form of this Agreement with any federal or state regulatory entity as may be required by applicable law.

10.4 Effects of New Statutes and Regulations and Changes of Conditions. The parties agree to re-negotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a change in laws or regulations, a requirement that one party comply with an existing law or regulation contrary to the other party's prior reasonable understanding, or a change in UBH's arrangements with UPRV. The party affected must promptly notify the other party of the change or required compliance and its desire to re-negotiate this Agreement. If a new agreement is not executed within thirty (30) days of receipt of the re-negotiation notice, the party adversely affected shall have the right to terminate this Agreement upon forty-five (45) days prior written notice to the

other party. Any such notice of termination must be given within ten (10) days of the end of the thirty (30) day re-negotiation period.

10.5 Interpretation and Construction of Agreement.

10.5.1 Applicable Law. The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Tennessee and federal laws, where applicable. If any requirement in this Agreement is determined by TennCare to conflict with the Agreement between TennCare and UPRV, such requirement shall be null and void and all other provisions shall remain in full force and effect.

This Agreement incorporates by reference all applicable federal and state laws, TennCare rules and regulations, consent decrees or court orders, and revisions of such laws or regulations, consent decrees or court orders shall automatically be incorporated into this Agreement, as they become effective. In the event that changes in this Agreement are a result of revisions and applicable federal or state law materially affects the position of either party, UPRV and Provider agree to negotiate such further amendments as may be necessary to correct any inequities.

TennCare reserves the right to direct UPRV to modify this Agreement when TennCare determines it to be in the best interest of the State.

Provider and its contracted facilities agree to adhere to the Health Insurance Portability and Accountability Act ("HIPAA") and regulation promulgated there under, as may be amended from time to time. Provider and its contracted facilities shall maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all protected health information ("PHI") it receives or possesses in the course of carrying out the responsibilities of this Agreement.

HIPAA does not bar disclosure of PHI to health oversight agencies, including, but not limited to, TDCI, TN OIG, TBI MFCU, DHHS OIG and DOJ.

This Agreement incorporates by reference Sections 2.27 and 4.33 of the CRA regarding HIPAA and PHI, respectively. A full copy of Sections 2.27 and 4.33 and the entire CRA is available in the TennCare Provider Manual, located on the provider website: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

10.5.2 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the section so designated

10.5.3 Invalidity. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or

unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

If any requirement of the Agreement is determined by TennCare to conflict with the agreement between TennCare and UPRV, such requirement shall be null and void and all other provisions shall remain in full force and effect.

10.6 Coordination of Benefits. If a Member is eligible for services or benefits under two or more group health benefit plans, the coverage under those plans will be coordinated and reimbursed according to the coordination of benefits methodology applicable to the group. When UPRV is the secondary payor, UPRV's payment to Provider, when totaled with the payment already received from other payors, will not exceed the lowest fee to which Provider is entitled under either payors' rate attachment.

Provider agrees to cooperate with UPRV toward the effective implementation of UPRV's Coordination of Benefits ("COB") procedures, including identification of services and individuals for which there may be a financially responsible party other than UPRV, and assist in efforts to coordinate payments with those parties.

10.7 Subrogation. UPRV shall be entitled to recover from any legally responsible third party, or from the proceeds of any settlement or judgment that a Member obtains against a legally responsible third party, the full amount of services or payment for services provided by UPRV on behalf of the Member. In the event that such a third party pays the Provider for services rendered to a Member, such third-party payment will be deducted from a subsequent claim voucher, if possible, due from UPRV to Provider. If said payment cannot be collected in this manner, Provider must reimburse amount due by check or other method to UPRV.

10.8 Office of Provider. Provider understands and agrees that if Provider opens or enters into business in another location, the new business or location is not necessarily included in this Agreement. Provider must notify UBH and UPRV and work through adding the new locations to the Agreement.

10.9 Waiver of Breach. The waiver by either party of a breach by the other shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.10 Modification. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall be reduced to writing and signed by UBH and Provider and be attached to this Agreement. The only exception will be changes required to conform the contract to Bureau of TennCare requirements, which will be incorporated into this agreement via the TennCare Provider Manual. All notification, of amended mandated language will be documented (e.g. Certified Mail, facsimile, hand-delivered receipt, etc). Provider shall have thirty (30) days from the date that UBH sends notice of change to give notice of rejection. Notice of rejection shall constitute termination without cause, and

require Provider to follow the termination without cause provisions outlined in Section 9 of the Agreement. Facility shall continue to provide services under the terms and conditions of this Agreement to Members and UBH and/or UPRV shall continue to reimburse Facility for those Covered Services as specified in this Agreement until the expiration of the Agreement.

Any modification, addition or deletion to the provisions of this Agreement that must be filed with any applicable insurance regulatory agency shall become effective no earlier than on the date the applicable insurance regulatory agency has approved such notice of proposed changes.

UBH, UPRV and Provider agree that this Agreement incorporates by reference all applicable federal and state laws or regulations, and those revisions of such laws or regulations shall automatically be incorporated into this Agreement, as they become effective. In the event that changes in the agreement as a result of revisions and applicable federal or state law materially affect the position of either party, UBH and Provider agree to negotiate such further amendments and may be necessary to correct any inequities.

10.11 Notice. All notices, not addressed in Section 10.10 of this Agreement, must be in writing and delivered either personally or sent by mail with postage prepaid. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to Provider or UBH at their respective addresses as they appear on the signature sheet. Any notice sent pursuant to this section shall be done in compliance with CRA Section 2.12.9.43.

10.12 Warranties/Licensure/Legal Requirements.

10.12.1 Provider warrants that he/she is properly certified to participate as a practitioner under title XVIII of the Social Security Act.

10.12.2 Provider warrants that all per personnel employed by Provider are licensed in each state in which they practice, if legally required. Provider shall provide evidence of licensure upon request of UBH or UPRV. Provider further warrants that said personnel shall at all time act within the scope of their license.

10.12.3 UBH, UPRV and Provider agree to recognize and abide by all state and federal laws, regulations, and guidelines applicable to UPRV.

10.12.4 UBH and Provider certify by signing this Agreement that the principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or UPRV; (2) have not within a three (3) year period preceding this Agreement been convicted 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 statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a

government entity (federal, state or local) with commission of any of the offenses detailed herein; and (4) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

10.12.5 Provider also agrees to comply with applicable judicial decrees and UBH and/or UPRV rules and regulations. If Provider shall violate applicable laws and regulations, or the provisions of this Agreement; UBH shall have the right to terminate this Agreement.

10.13 Insurance Requirements. Acute Provider agrees to maintain and provide proof upon request of UBH or UPRV of one or more professional (malpractice) and general liability insurance policies of at least \$5 million per occurrence, \$5 million in aggregate annually covering the acts of its employees and agents. Non-acute Provider agrees to maintain and provide proof upon request of UBH or UPRV of one or more professional (malpractice) and general liability insurance policies of at least \$1 million per occurrence, \$3 million in aggregate annually covering the acts of its employees and agents. Provider agrees to maintain such liability and malpractice insurance coverage at all times during the Agreement. Provider agrees to notify UBH not less than fifteen (15) days prior to any reduction in coverage, cancellation or non-renewal of the policy(s). The insurance required by this section shall not relieve or release Provider from, or limit their liability with respect to, any and all obligations under this Agreement. Written verification of Provider's existing coverage should be furnished upon execution of this Agreement pursuant to Section 2.12.9.41 of the CRA, as may be subsequently amended.

10.14 Certification. Provider hereby certifies that it will fully comply with Executive Order 11246, as amended, pertaining to equal opportunity for all persons without regard to race, color, religion, sex or national origin; Section 504 or the Rehabilitation Act of 1973 as amended, pertaining to the employment of qualified disabled individuals without discrimination based on their physical or mental disabilities; the Vietnam era Veterans; Readjustment Assistance Act of 1974 as amended, pertaining to the employment of disabled veterans and veterans of the Vietnam Era; Executive Order 11625, as amended, pertaining to the use of minority business enterprises in the performance of contracts awarded by federal agencies; and the rules and regulations issued there under (collectively, "the specified federal anti-discrimination requirements").

Provider shall require its subcontractors to comply with the specified federal anti-discrimination requirements to the extent required by law.

In the event that UBH and/or UPRV is sued, fined, or otherwise sanctioned due to Provider's failure to comply with any of the specified federal anti-discrimination requirements, Provider will indemnify UBH and/or UPRV for any and all losses incurred by UBH and/or UPRV; provided, however, that in the event that UBH and/or UPRV is granted any cure period prior to imposition of any sanction, UBH and/or UPRV shall immediately notify Provider of the potential sanction and Provider shall have full cure period allowed to UBH and/or UPRV to comply with the applicable anti-discrimination requirement or otherwise to take such action as prevents the imposition of the sanction upon UBH and/or UPRV.

10.15 Prior Approval Required. The terms and conditions of this Agreement are subject to the approval of the TennCare Bureau and TDCI.

10.16 Member Handbook. UPRV is responsible for provision of a copy of the member handbook to Provider. Member handbook is available via web site at <https://www.uhcrivervalley.com/TennCare/> for the TennCare Member handbook and https://www.uhcrivervalley.com/downloads/SNP/2009_TN_EOC.pdf for the AmeriChoice Secure Plus Complete Evidence of Coverage.

10.17 Notice of Denied Authorizations. UPRV is responsible for provision of notice to Provider of denied authorizations. Such notice will be provided at the time of denial.

10.18 Sanctions, Etc. UBH or UPRV may assess liquidated damages, sanctions or reductions in payment that for specific failures to comply with contractual and/or credentialing requirements. This shall include, but may not be limited to Provider's failure or refusal to respond to UBH's or UPRV's request for information, the request to provide medical records, credentialing information, etc. At UBH's discretion or a directive by TennCare, UBH and/or UPRV shall impose financial penalties against Provider as appropriate.

10.19 Audit. Provider agrees that TennCare, U.S. Department of Health and Human Services, Office of Inspector General, the Comptroller of the Treasury, TN OIG, TBI MFCU, and DOJ, as well as any authorized state or federal agency or entity shall have the right to evaluate through inspection, evaluation, review or request, whether announced or unannounced, or other means any records pertinent to the Agreement including, but not limited to medical records, billing records, financial records, and/or any records related to services rendered, quality, appropriateness and timeliness of services and/or any records relevant to an administrative, civil and/or criminal investigation and/or prosecution and such evaluation, inspection, review or request, and when performed or requested, shall be performed with the immediate cooperation of Provider. Upon request, Provider shall assist in such reviews including the provision of complete copies of medical records. HIPAA does not bar disclosure of PHI to health oversight agencies, including, but not limited to, TDCI, TN OIG, TBI MFCU, DHHS OIG and DOJ. Any authorized state or federal agency or entity, including, but not limited to TennCare, TDCI, TN OIG, TBI MFCU, DHHS OIG, DOJ, Office of the Comptroller, may use these records and information for administrative, civil or criminal investigations and prosecutions.

10.20 UPRV Monitoring of Provider. UPRV shall monitor, whether announced or unannounced, those services that Provider has agreed to deliver in this Agreement. UPRV shall, when necessary, initiate corrective action to improve quality of care, in accordance with that level of medical care that is recognized as acceptable professional practice in the respective community in which Provider practices and/or the standards established by UPRV and TennCare. Provider shall cooperate with UPRV or TennCare staff performing utilization and quality assurance activities. Provider agrees to comply with the corrective action plan initiated by UPRV and/or TennCare.

.10 and 1200-13-14.10; <http://tennessee.gov/sos/rules/1200/1200-13/1200-13-13.pdf>. A full copy of the CRA is available on the provider website: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/TennCare/>. Provider may access SNP Non-Covered Services as described in the Non-Covered Benefits and Exclusions section of the SNP Provider Manual located at <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

10.26 Availability of Emergency Equipment. Provider agrees to comply with the availability of emergency equipment as appropriate to Provider's specialty; storage of drugs and inventory control for expired medications.

10.27 Unreasonable Delay. If applicable, unreasonable delay in providing care to a pregnant Member seeking prenatal care will be considered a material breach of the Agreement with UPRV. Unreasonable delay is defined as receiving an appointment more than thirty (30) days from the request for Members in the first trimester of pregnancy, or more than fifteen (15) days from the date that a Member in the second or third trimester is eligible for TennCare.

10.28 Cooperation in Investigations or Prosecutions. Provider shall cooperate fully in any further investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to interview Provider's employees and consultants, including but not limited to those with expertise in the administration of the program and/or in medical or pharmaceutical questions or in any matter related to an investigation.

10.29 Records. UPRV, UBH, Provider, and other entities receiving monies originating by or through TennCare shall maintain books, records, documents, and other evidence pertaining to services rendered, equipment, staff, financial records, medical records, and the administrative costs and expenses incurred pursuant to this Agreement as well as medical information relating to the individual members as required for the purposes of audit, or administrative, civil and/or criminal investigations and/or prosecution or for the purposes of complying with the requirements for Fraud and Abuse. Records other than medical records may be kept in an original paper state or preserved on micromedia or electronic format. Medical records shall be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. These records, books, documents, etc., shall be available for any authorized federal, state, including, but not limited to TennCare, TDCI, TN OIG, TBI MFCU, DOJ and the DHHS OIG, and Comptroller personnel during the Agreement period and ten (10) years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records shall be kept until all tasks or proceedings are completed. During the Agreement period, these records shall be available at UPRV's chosen location in Tennessee subject to the approval of TennCare. Prior approval of the disposition of UPRV's and/or Provider records must be requested and approved in writing by TennCare.

Provider agrees to provide records related to appeals within the time frame of the appeal. Provider agrees that TennCare representatives and authorized federal, state and Comptroller

personnel, including, but not limited to TennCare, TDCI the Tennessee Office of the Inspector General (TN OIG), the TBI Medicaid Fraud Control Unit (TBI MFCU), the Department of Health and Human Services, Office of Inspector General (DHHS OIG) and the Department of Justice (DOJ), and any other duly authorized state or federal agency shall have immediate and complete access to all records pertaining to the medical care or services provided to TennCare members. This section incorporates by reference Section 2.25.5 'Availability of Records' of the CRA, as may be subsequently amended.

10.30 Administrative Responsibilities. UBH, through written approval by TennCare and TDCI, may delegate certain administrative responsibilities under this Agreement to another entity, including, but not limited to, UPRV or its designee. In addition, certain UPRV responsibilities may actually be performed by its designee.

10.31 Relationship Between UBH and Provider. The relationship between UBH and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

10.32 Governing Law. This Agreement shall be governed by and construed in accordance with applicable laws of the State of Tennessee.

10.33 Entire Agreement. This Agreement, with its exhibits, schedules, and attachments and any subsequent addenda, or amendments, and the TennCare Provider Manual constitutes the entire agreement between the parties in regard to its subject matter. The parties agree to recognize and abide by all state and federal laws, regulations and guidelines applicable to the UBH and UPRV and the provider. The parties further agree that the agreement incorporates by reference all applicable federal law and state laws, TennCare rules and regulations, consent decrees or court orders, and revisions of such laws, regulations, consent decrees or court orders shall automatically be incorporated into the provider agreement, as they become effective.

10.34 TENNderCare Requirements. UBH shall furnish to Provider, upon request, the TENNderCare requirements pursuant to Section 2.7.6 of the CRA, as may be subsequently amended.

10.35 Prior Authorization for Covered Services. For TennCare Members, pursuant to Section 2.14.2 of the CRA, as may be subsequently amended, UBH and UPRV shall have in place, and follow, written procedures for processing requests for initial and continuing prior authorizations of services and have in effect mechanisms to ensure consistent application of review criteria for prior authorization decisions. The policies and procedures shall provide for consultation with the requesting provider when appropriate. If prior authorization of a service is granted by UBH, or UPRV payment for the prior authorized service shall not be denied based on the lack of medical necessity, assuming that the Member is eligible on the date of service, unless it is determined that the facts at the time of the denial of payment are significantly different than the circumstances which were described at the time that prior authorization was granted. The written policies and procedures are set out in the TennCare Provider Manual, a copy of which can be found on the UPRV web site at: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>. For SNP Members, prior

authorization guidelines are outlined in the SNP Provider Manual, which may be found on the UPRV website at: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

10.36 Emergency and Post-Stabilization Care Services. . For TennCare Members prior authorization and PCP referrals are not needed for emergency services and post-stabilization care services pursuant to CRA Section 2.14.4.1, as may be subsequently amended. Emergency services do not require prior authorization or PCP referral regardless of whether these services are provided by a contract or non-contract provider. The UPRV shall assure provision of post-stabilization care services in accordance with 42 CFR 422.113. . For SNP Members, emergency and post-stabilization care guidelines are outlined in the SNP Provider Manual, which may be found on the UPRV website at: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

10.37 Pharmacy Services. For TennCare Members, Provider agrees to coordinate with the pharmacy benefit manager (“PBM”) with which TennCare contracts regarding authorization and payment for pharmacy services pursuant to Section 2.12.9.53 of the CRA, as subsequently amended. Information regarding pharmacy services and coordination with TennCare’s PBM is listed in the TennCare Provider Manual. For SNP Members, information regarding pharmacy services are outlined in the SNP Provider Manual, which may be found on the UPRV website at: <https://www.uhcrivervalley.com/10Provider/01AmeriChoice/>.

10.38 Medicare Advantage Addendum. The Medicare Advantage Addendum, if attached hereto, is incorporated by reference.

10.39 If the provider performs laboratory services, require the provider to meet all applicable requirements of the Clinical Laboratory Improvement Amendments (CLIA) of 1988.

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THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

The Effective Date of this Agreement is _____

UNITED BEHAVIORAL HEALTH
425 Market Street 12Floor
San Francisco, CA 94105-2426

[NAME AND ADDRESS OF PROVIDER]
Chattanooga-Hamilton County Health Dept.
921 East Third Street
Chattanooga, TN 37403

Signature _____

Signature _____

Print Name _____

Print Name Jim M. Coppinger

Title VP Clinical Network Services

Title: County Mayor

Date _____

Date _____

**CHATTANOOGA-HAMILTON COUNTY
HEALTH DEPARTMENT**

Signature 

Federal Tax ID Number: 62-6000636

Print Name Becky Barnes

Medicare Number: _____

Title Administrator

Medicaid Number: 3371116

Date _____

NPI Number: 1386665594

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**APPENDIX A
FEE SCHEDULE**

In the event a Covered Service is not addressed below and the service applies to the Member MHSA Benefit Contract, prior to authorization, a single case agreement shall be completed with a negotiated and agreed rate.

**UNITED BEHAVIORAL HEALTH (UBH)
TennCare Fee Schedule**

CPT Code	Service	Fee: MD	Fee: PhD	Fee: MA	Fee: RN
90801	Diagnostic Interview				
90802	Interactive Diagnostic Interview				
90804	Indiv. Psychotherapy (20-30 min)				
90805	Indiv. Psychotherapy (20-30 min) Med eval. & management				
90806	Indiv. Psychotherapy (45-50 min)				
90807	Indiv. Psychotherapy (45-50 min) Med eval. & management				
90808	Indiv. Psychotherapy (75-80 min) ***UPON REQUEST ONLY***				
90809	Indiv. Psychotherapy (75-80 min) Med eval. & management				
90810	Ind Psychotherapy-INTERACTIVE OP 20-30 minutes				
90811	Ind Psychotherapy-INTERACTIVE OP w/med eval & mgmt service				
90812	Ind Psychotherapy-INTERACTIVE OP 45-50 minutes				
90813	Ind Psychotherapy-INTERACTIVE OP w/med eval & mgmt service				
90814	Ind Psychotherapy-INTERACTIVE OP 75-80 minutes				
90815	Ind Psychotherapy-INTERACTIVE OP w/med eval & mgmt service				
90816	Indiv. Psychotherapy (20-30 min) Inpt. or Partl. Hosp. or Rsdntl setting				
90817	Indiv. Psychotherapy-same as Cpt Code 90816 with med eval. & mgt.				
90818	Indiv. Psychotherapy (45-50 min) Inpt. or Partl. Hosp. or Rsdntl setting				
90819	Indiv. Psychotherapy-same as Cpt Code 90818 with med eval. & mgt.				
90821	Indiv. Psychotherapy (75-80 min) Inpt. or Partl. Hosp. or Rsdntl setting				
90822	Indiv. Psychotherapy-same as Cpt Code 90821 with med eval. & mgt.				
90823	Ind Psychotherapy-INTERACTIVE INPT 20-30 minutes				
90824	Ind Psychotherapy-INTERACTIVE INPT w/med eval & mgmt service				
90826	Ind Psychotherapy-INTERACTIVE INPT 45-50 minutes				
90827	Ind Psychotherapy-INTERACTIVE INPT w/med eval & mgmt service				
90828	Ind Psychotherapy-INTERACTIVE INPT 75-80 minutes				
90829	Ind Psychotherapy-INTERACTIVE INPT w/med eval & mgmt service				
90846	Family Psychotherapy, without pt present				
90847	Family/Couple Psychotherapy				
90849	Multiple-family Group Psychotherapy				
90853	Group Psychotherapy				
90857	Interactive Group Psychotherapy				
90862	Medication Management				
90870	ECT, single seizure and multiple seizure per day				
90880	Hypnotherapy				
90889	Preparation of Reports of patient's psychiatric status, history				
90899	Unlisted Psych Service (Programs)				
90901	Biofeedback				
96101	Psych Testing: MMPI per hour, Interpreting and preparing report				

- 96102** Psych Testing: MMPI per hour, administered by tech
- 96103** Psych Testing: MMPI per hour, by computer. Interpretation and report
- 96116** Neurobehavioral Status Exam with interpretation and report per hour
- 96118** Neuropsychological Testing Battery, per hour
- 96119** Neuropsychological Testing Battery, per hour, administered by tech
- 96120** Neuropsychological Testing Battery, per hour, administered by computer. Interpretation and report
- 96150** Health and Behavioral Assessment, each 15 min, face to face
- 96151** Health and Behavioral Assessment, each 15 min, face to face
- 96152** Health and Behavior Intervention, each 15 min, face to face, ind
- 96153** Preparation of Reports of patient's psychiatric status, history
- 96154** Health and Behavior Intervention, each 15 min, w/family & pt
- 96155** Health and Behavior Intervention, each 15 min, w/family & w/o pt.
- 99211** Medication Monitoring (10 min) for ongoing patient-RN check in
- 99221** Initial Hospital Care (30 min.)
- 99222** Initial Hospital Care (50 min.)
- 99223** Initial Hospital Care (70 min.)
- 99231** Subsequent Hospital Care (15 min.)
- 99232** Subsequent Hospital Care (25 min.)
- 99233** Subsequent Hospital Care (35 min.)
- 99236** Observation or I/P hosp care including admission and discharge on the same date
- 99238** Hospital Discharge Services
- 99239** Hospital Discharge Services > 30min
- 99241** Office/Other Outpt Consult (15 min.)
- 99242** Office/Other Outpt Consult (30 min.)
- 99243** Office/Other Outpt Consult (40 min.)
- 99244** Office/Other Outpt Consult (60 min.)
- 99245** Office/Other Outpt Consult (80 min.)
- 99251** Initial Inpatient Consult (20 min.)
- 99252** Initial Inpatient Consult (40 min.)
- 99253** Initial Inpatient Consult (55 min.)
- 99254** Initial Inpatient Consult (80 min.)
- 99255** Initial Inpatient Consult (110 min.)
- 99281** Emergency Room Visit - straightforward problem focused exam
- 99282** Emergency Room Visit - expanded problem focus - low
- 99283** Emergency Room Visit - expanded problem focus - moderate
- 99284** Emergency Room Visit - detailed exam - moderate complexity
- 99285** Emergency Room Visit - detailed exam - urgent and comprehensive
- 99304** Nsg Provider Assessment Low
- 99305** Nsg Provider Assessment Moderate
- 99306** Nsg Provider Assessment High
- 99308** Subsequent Nsg Provider Care Low
- 99309** Subsequent Nsg Provider Care Moderate
- 99310** Subsequent Nsg Provider Care High
- 99318** E&M N/E Annual Nurse Provider
- 99341** Home Visit - New Pt/low severity
- 99342** Home Visit - New Pt/moderate severity
- 99343** Home Visit - New Pt/high severity
- 99347** Home Visit - Established Pt/stable

- 99348** Home Visit - Established Pt/poor response to tx
- 99349** Home Visit - Established Pt/signi. complication
- 99383** Inpatient History and Physical- initial (5-11 yrs)
- 99384** Inpatient History and Physical- (12-17 yrs)
- 99385** Inpatient History and Physical- (18-39 yrs)
- 99386** Inpatient History and Physical- (40-64 yrs)

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APPENDIX B

TENNCARE BEHAVIORAL HEALTH BENEFITS CHART

SERVICE	LICENSED BY	BENEFIT LIMIT
Psychiatric Inpatient Hospital Services (including physician services)		As medically necessary.
24-hour Psychiatric Residential Treatment		Medicaid Eligible, Age 21 and older: As medically necessary. Medicaid/Standard Eligible, Under age 21: Covered as medically necessary.
Outpatient Mental Health Services (including physician services)		As medically necessary.
Inpatient, Residential & Outpatient Substance Abuse Benefits ¹		Medicaid Eligible, Age 21 and older: Limited to ten (10) days detox, \$30,000 in medically necessary lifetime benefits. Medicaid/Standard Eligible, Under age 21: Covered as medically necessary.
<p align="center">Mental Health Case Management</p> <p>Service Type: Mental Health Case Management</p> <p>Contract Requirements: Within 7 calendar days</p> <p>Description of Services: DMHDD Rule Chapter 0940-5-14 Minimum Program Requirements for Mental Health Outpatient Facilities</p> <p>Excerpt from 940-5-14:</p> <p>(1) Provide direct-treatment and/or rehabilitation services by mental health professionals or by mental health personnel who are under the direct clinical supervision of a mental health professional. (2) Maintain a written agreement with or employ a physician to serve as medical consultant to the facility. (3) If the physician is not a psychiatrist, the facility must also arranged for the regular,</p>	<p>Dept of Mental Health and Developmental Disabilities (DMHDD)</p> <p>Facilities licensed by DMHDD as:</p> <p>Mental Health Outpatient Facility (DMHDD Rule Chapter 0940-5-14)</p>	As medically necessary.

<p>consultative and emergency services of a psychiatrist. (4) In case of a medical or other type of emergency, the facility staff must have immediate access to relevant information in the client's record.</p>		
<p style="text-align: center;">Psychiatric-Rehabilitation Services</p> <p>Service Type: Psychiatric Rehabilitation Services</p> <p>Supported Housing</p> <p>Contract Requirements: Within 30 calendar days</p> <p>Description of Services: DMHDD Rule Chapter 940-5-19 Minimum Program Requirements for Mental Health Supported Living Services Facilities</p> <p>Excerpt from 940-5-19:</p> <p>(1) The facility must provide adequate supervision by an adult who is knowledgeable of rules, policies and procedures relevant to the facility's operation. (2) During normal waking hours, all facilities must provide at least one (1) direct care staff person on-duty/on-site for every sixteen (16) clients present in the facility. During normal sleeping hours, all facilities must provide at least one (1) direct-care staff person on-site in each building where clients are housed; and in any building housing more than sixteen (16) clients, facilities must provide one (1) additional, direct-care staff person on-duty/on-site for each additional sixteen (16) clients. (3) Clients must not be left unattended in the facility at any time. (4) Facility staff must be provided with annual training relevant to the operation of a supportive living facility. Such training is to be provided by the local community mental health center, the Tennessee Department of Mental Health and Mental Retardation, or other agencies able to provide training information relevant to the operation of the facility. The provision of training</p>	<p>Dept of Mental Health and Developmental Disabilities</p> <p>Facilities licensed by DMHDD as:</p> <p>Supportive Living Service Facility (DMHDD Rule Chapter 940-5-19)</p>	<p style="text-align: center;">As medically necessary.</p>

must be evidenced by documentation in the facility's records.

Note: The list of service providers for this service type is reflective of all supportive living facilities. Each MCC can establish Medical Necessity criteria and/or standards for how the service (Supported Housing) can be delivered. Based on the Medical Necessity criteria and/or any standards for service delivery, it is possible that not all providers licensed as a supportive living facility would meet the MCC's criteria to actually contract to provide Supported Housing.

Service Type:

Psychiatric Rehabilitation Services

Psychosocial Rehabilitation

Supported Employment

Contract Requirements:

Within 60 miles of an individual's residence

Within 14 calendar days

Description of Services:

DMHDD Rule Chapter 1940-5-29 Minimum Program Requirements for Mental Health Psychosocial Rehabilitation Program Facilities- Psychosocial rehabilitation means a consumer-centered program of services for adult service recipients to enhance and support the process of recovery. Program focus is based on a strengths model of mental health, working with the whole service recipient to improve service recipient functioning, rather than treatment for symptoms of a mental illness. Service participants, in partnership with staff, form goals for skill development in the areas of vocational, educational, and interpersonal growth that serve to maximize opportunities for successful community integration. Service participants proceed with goal development at their own pace and may continue in the program with varying intensity for an indefinite period of time.

Excerpt from 1940-5-29:

Dept of Mental Health and Developmental Disabilities

Facilities licensed by DMHDD as:

Psychosocial Rehabilitation Program (DMHDD Rule Chapter 1940-5-29)

<p>(1) The program services must have on staff or have available on a consultative basis both a Tennessee licensed mental health professional and an individual with demonstrated skill in the vocational areas provided by the program.</p> <p>Note: Supported Employment services are typically provided within the context of a psychosocial rehabilitation program. Therefore, the listing of the service providers for supported employment and psychosocial rehabilitation are usually the same and for the purpose of this report have been combined into one list.</p>		
<p>Behavioral Health Crisis Services</p>		<p>As necessary.</p>
<p>Lab and X-ray Services</p>		<p>As medically necessary.</p>
<p>Non-emergency Transportation (including Non-Emergency Ambulance Transportation)</p>		<p>As necessary to get a member to and from covered services, dental services (provided by the DBM), and pharmacy services (provided through the PBM) for enrollees not having access to transportation.</p> <p>If UPRV is unable to meet TennCare access standards for a member, transportation must be provided regardless of whether or not the member has access to transportation. If the member is a child, transportation must be provided in accordance with TENNderCare requirements. As with any denial, all notices and actions must be in accordance with TennCare requirements.</p> <p>UPRV may require advance notice of the need for transportation in order to timely arrange transportation.</p>

¹When medically appropriate, services in a licensed substance abuse residential treatment provider may be substituted for inpatient substance abuse services. Methadone clinic services are not covered for adults.



Hamilton County Board of Commissioners

RESOLUTION

No. 415-9

A RESOLUTION ACCEPTING THE BID OF EVS EMERGENCY VEHICLE SPECIALIST FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 17, 2015, THROUGH APRIL 16, 2016, FOR PROTECTIVE CLOTHING FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract pricing for Protective Clothing for Emergency Medical Services; and,

WHEREAS, the bid from EVS Emergency Vehicle Specialist was considered to be the lowest and best bid received; and,

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

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

That the bid of EVS Emergency Vehicle Specialist for one (1) year contract unit pricing, beginning April 17, 2015, through April 16, 2016, for protective clothing for Emergency Medical Services 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

April 1, 2015

Date

Emergency Medical Service Protective Clothing

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing to furnish Hamilton County Emergency Medical Services protective clothing ensemble to include extrication gloves, helmet with goggles, and incident (extrication type) jump suits. Item, quantity, size, and color to be determined at time of order.

Bid price on all items to include custom fitting at and shipping/delivery to:

Hamilton County Emergency Medical Services
2900 Riverport Road
Chattanooga, Tennessee 37406

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 March 12, 2015 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# 0315-122: EMS Protective Clothing". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0315-122: EMS Protective Clothing from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Award of Bid

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

Contacts

Questions concerning product specifications should be directed to Capt. Eric Ethridge, (423) 493-5105 or jethridge@mail.hamiltontn.gov.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350 or lindac@hamiltontn.gov.

Specifications:

Extrication Jumpsuit Honeywell EZU5000T Incident Response jumpsuit or equivalent.

Sizing: Custom sizing to be completed on site at address above on normal working days 8 a.m. to 4 p.m. as requested except recognized holidays and weekends.

Construction: Material 9.0 ounce flame resistant Indura cotton. Action back design with hidden stretch panel. Front shoulder zippers for ease of donning and doffing. 16" zippers at let cuff. Black Nomex knit wrist in sleeve. Underarm gussets for extra stretching ability. 2 inch lime yellow and Silver triple trim at sleeve cuff, upper arms, front shoulder, across "Action Back", Front and back of waist band, double row diagonally below knee. 3 inch lime yellow letters on rear "H C E M S" or other 5 letter combination specified at time of order. 22 inch padded knees and shins. 15 inch padded elbows and forearms. Rounded stand up collar with Velcro throat tab. Special multi pocket on right chest (three pockets in one) with full Velcro closure. Two large slant top semi-bellows pockets with Velcro closure flap on thigh. EMS pocket preferred for leg pockets. 9" radio pocket with microphone tab and utility strap. Two inside pockets with pass through pockets. Two rear patch pocket with flap. Sleeves lined with Indura cotton. Velcro closures on all cuffs. Side elastic waistband. Extra utility loop on waistband. Inside hanger loop. Reinforced stress points. Front closure: Zipper inner and Velcro outer. Lockstitched seams: minimum 8 stitches per inch; Heat resistant Nomex thread. Sizes short, regular, tall: Small (34), medium (38), large (42), extra large (46) 2XL (50), 3XL (54), 4XL (58), 5XL (62) plus custom sizing when standard sizing will not accommodate the employee.

Helmet Bullard Firedome USRX NO SUBSTITUTION ALLOWED.

Must be compatible with existing helmet parts and accessories. Ultem® Thermoplastic outer shell with metal reinforced edge beading, urethane foam impact liner, black inner shell, Sure-Lock ratchet headband with cut brow pad, nylon crown straps, Nomex 3-point chin strap with quick-release buckle, rip-stop Nomex ear/neck protector, and ESS NFPA goggle. **Colors:** white, red, yellow, blue, orange, and lime-yellow. Dimensions - 11-1/2" L x 10" W x 6-1/2" H Outer Shell Material - GE Ultem® Thermoplastic. Inner Shell Material - Urethane foam bonded to ABS Inner liner Suspension - 6-point Nylon crown strap. Warranty - 2 years from Date of Manufacture

Extrication glove Ringer ESG Barrier 1 Extrication Glove or equivalent.

Waterproof and breathable Hipora® barrier to protect hands from micro-organisms such as TB, Hepatitis, Staph and HIV meets O.S.H.A. Bloodborne Pathogens Standards (29CFR 1910.1030) Boxed finger tip design for better fit and comfort Molded TPR (Thermal Plastic Rubber) knuckle reduces impact, increases dexterity and features 3M™ Reflective fabric Molded TPR finger knuckle and finger tip panels Elastic cuff and gaitor to keep out glass and debris Cut resistant Kevlar® palm and thumb panels, side panels and finger panels Kevlar® stitching in high wear areas. Black in color. Sizes extra small through XXX large.

Pricing Sheet

Jumpsuit \$ _____ each

Brand _____

Model _____

Extrication Glove \$ _____ each

Brand _____

Model _____

Helmet \$ _____ each

Brand _____

Model _____

Company Name: _____

By: _____

Phone: _____ Fax: _____

Email Address: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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 0315-122 - Log
EMS Protective Clothing**

3/02/2015 8:09 AM Eastern

Bids Due Date/Time: 3/12/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 3/12/2015 10:30:00 AM Eastern
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Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/02/2015 8:09:07AM	Eastern	Linda Chumbler	0315-122 - EMS Protective Clothing	Invitation	Please click on the above solicitation number to access bid documents.	479	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on March 2, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for EMS Protective Clothing will be opened at 10:30 AM (ET) on March 12, 2015, 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.

Gail B. Roppo
Director of Purchasing



Protective Clothing
 March 12, 2015
 Bid# 0315-122

Emergency Medical Services
 11:00 A.M.

Vendors:	EVS Emergency	NAFECO	Roll-Aid
	Vehicle		Industrial
	Specialist		Supply
			(HC)
Jumpsuit:	\$420.81	\$479.00	N/B
Extrication Glove:	\$40.95	\$44.71	\$53.17
Helmet:	\$135.94	\$210.00	N/B
Delivery:	30-60 days	30-60 days	?
Terms:	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/2/2015
Vendor Notification:	479
Vendor Response:	3
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 415-10

A RESOLUTION ACCEPTING THE BID OF BLACKFOX TACTICAL FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING APRIL 17, 2015, THROUGH APRIL 16, 2016, FOR BODY ARMOR AND EQUIPMENT FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract pricing for body armor and equipment for Emergency Medical Services; and,

WHEREAS, the bid from Blackfox Tactical was considered to be the lowest and best bid received; and,

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

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

That the bid of Blackfox Tactical for one (1) year contract pricing, beginning April 17, 2015, through April 16, 2016, for body armor and equipment for Emergency Medical Services 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

April 1, 2015

Date

Soft Body Armor Level IIIA

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing to furnish Hamilton County Emergency Medical Services Soft Body Armor. Approximately 10-30 sets (one of each item) will be ordered. Item, quantity, size, and color to be determined at time of order.

Bid price on all items to include custom fitting at and shipping/delivery to:

Hamilton County Emergency Medical Services
2900 Riverport Road
Chattanooga, Tennessee 37406

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on March 12, 2015 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# 0315-123: Level IIIA Soft Body Armor". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

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

DELIVERY ADDRESS
Gail B. Roppo
Director of Purchasing
Bid # 0315-123: Level IIIA Soft Body Armor from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Award of Bid

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

Contacts

Questions concerning product specifications should be directed to Capt. Eric Ethridge, (423) 493-5105 or jethridge@mail.hamiltontn.gov.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350 or lindac@hamiltontn.gov.

Specifications

Body armor with internal (undershirt) carriers light blue or white in color, external (over shirt, tactical) carriers navy blue in color with detachable panels, front and rear with "EMS" in white and soft trauma plate. To be ordered on an as needed basis.

The concealable body armor shall be Threat Level IIIA, bidders must include full product description, drawings and/or photographs, and technical specifications. Actual ballistic armor samples are preferred but not required.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ Standard 0101.06 or successor, will be considered. All products shall be listed on the **NIJ Compliant Products List (CPL) for ballistic resistant body armor**.

Design Requirements

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or over garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.

2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering, external or internal wear, and color changes.
5. Provide protection in accordance with NIJ Standard 0101.04 or successor.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels that may be removed from carrier.
2. One (1) washable internal (under shirt) carrier. Colors light blue or white specified at order.
3. One (1) outer carrier (over shirt) constructed of a durable water-resistant material with radio pouch and detachable panels front and rear with "EMS" in white.
4. One (1) Soft trauma reduction insert.

Ballistic panel materials

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall not be constructed of **Poly-*p*-phenylene benzobisoxazole (PBO or Zylon®)**. Products manufactured from these materials, shall be rejected.

Labeling

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.06. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. NIJ-STD-0101.06 or successor
4. Date of Manufacture
5. Size

6. Serial Number
7. Model of Vest
8. Care Instructions

Serial numbers

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

Measurement and fitting:

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user at the address specified. Vendor will be required to be on site to conduct fitting to accommodate employees normal work shift. This will require a minimum of three separate consecutive days on site in Hamilton County for fitting. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

Fit and alteration policy

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge.

Pre-award evaluation, samples and retest policy

Bid submissions that appear to conform to these specifications will be considered as prospective vendors. However, Hamilton County reserves the right to perform post-award testing on any and all armor submitted. The testing may include testing at an NIJ

testing laboratory and/or may be tested in actual situations that simulate the actual work environment. Samples of all items specified may be requested for evaluation and/or testing. All samples become property of Hamilton County and will be furnished to Hamilton County without charge. Samples shall not be returned. Samples shall be carefully marked with the bid number and the bidder's name. The sample shall be a male, medium regular.

Product liability insurance

Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

Warranty

Ballistic Panels: For five (5) years from date of purchase the manufacturer warrants the ballistic panels against manufacturing defects. The alteration of ballistic panels in any way shall void the warranty.

Removable Covers: Both over the shirt and under the shirt removable machine washable covers shall be warranted for twenty-four (24) months after the date of purchase against manufacturing defects.

Packaging

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons

The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor. Each set of armor's box or boxes must have the employee's name clearly printed on the carton for easy identification and issue upon arrival.

Pricing Sheet

Body Armor \$ _____ each

Brand _____

Model _____

Body Armor external carrier \$ _____ each

Brand _____

Model _____

Body Armor internal carrier \$ _____ each

Brand _____

Model _____

Company Name: _____

By: _____

Phone: _____ Fax: _____

Email Address: _____

AUTHORIZATION TO BIND

Bid# 0315-123 Level IIIA Soft Body Armor
Hamilton County, Tennessee

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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 0315-123 - Log Level IIIA Soft Body Armor

3/02/2015 7:57 AM Eastern

Bids Due Date/Time: 3/12/2015 11:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 3/12/2015 11:00:00 AM Eastern
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Message Summary	Message Detail	Document Detail																
<p>Message Summary export print </p> <p style="text-align: right;">Records Per Page <input type="text" value="10"/></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Send Date</u></th> <th style="text-align: left;"><u>Time Zone</u></th> <th style="text-align: left;"><u>Sent By</u></th> <th style="text-align: left;"><u>Message Subject</u></th> <th style="text-align: left;"><u>Template Name</u></th> <th style="text-align: left;"><u>Message Comment</u></th> <th style="text-align: center;"><u># Sent</u></th> <th style="text-align: center;"><u># Failed</u></th> </tr> </thead> <tbody> <tr> <td>3/02/2015 7:57:25AM</td> <td>Eastern</td> <td>Linda Chumbler</td> <td>0315-123 - Level IIIA Soft Body Armor</td> <td>Invitation</td> <td>Please click on the above solicitation number to access bid documents.</td> <td style="text-align: center;">418</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>			<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>	3/02/2015 7:57:25AM	Eastern	Linda Chumbler	0315-123 - Level IIIA Soft Body Armor	Invitation	Please click on the above solicitation number to access bid documents.	418	0
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For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached ad on March 2, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for Level IIIA Soft Body Armor will be opened at 11:00 AM (ET) on March 12, 2015, 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.

Gail B. Roppo
Director of Purchasing



Soft Body Armor Contract
 March 12, 2015
 Bid# 0315-123

Emergency Medical Services
 10:30 A.M.

Vendors:	Blackfox	CMS Uniforms	NAFECO	GT Distributors	Body Armor	Safety
	Tactical	& Equipment	Inc.	Of Georgia	Outlet	Supply Inc.
				Inc.		
Body Armor:	\$465.00	\$535.00	\$552.60	\$559.70	\$595.00	\$778.00
Body Armor External Carrier:	\$100.00	\$125.00	\$115.85	\$164.70	\$145.00	\$175.00
Body Armor Internal Carrier:	\$55.00	\$65.00	\$62.00	\$68.50	\$70.00	\$75.00
Delivery:	30 days	30 days	30--45 days	30 days ARO	30 days	30 days
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/2/2015
Vendor Notification:	418
Vendor Response:	6
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners

RESOLUTION

No. 415-11

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO CHANGE THE ROADWAY NAME FOR THE FOLLOWING DISTRICT ROAD: Eliz Crest Road to Elizabeth Crest Road.

WHEREAS, Eliz Crest Road was accepted by Resolution Number 1175-20, on November 19, 1975; and,

WHEREAS, the residents and property deeds, U.S. Post Office, and Hamilton County GIS use the name Elizabeth Crest Road;

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

1. That Eliz Crest Road name changed to Elizabeth Crest Road.
2. That the speed limit on said road shall remain as originally accepted and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

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

April 1, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-12

A RESOLUTION ACCEPTING THE BIDS OF SHERWIN WILLIAMS COMPANY AND ENNIS PAINT, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 1, 2015, THROUGH APRIL 30, 2016, FOR WATERBORNE HIGHWAY TRAFFIC PAINT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for waterborne highway traffic paint for the Highway Department; and,

WHEREAS, the bids of Sherwin Williams Company and Ennis Paint, Inc. were considered to be the lowest and best bids received; and,

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

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

That the bids of Sherwin Williams Company and Ennis Paint, Inc. for one (1) year contract pricing, beginning May 1, 2015, through April 30, 2016, for waterborne highway traffic paint for the Highway Department are hereby accepted, said bids being the lowest and best bids 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

April 1, 2015

Date

Bid#0315-126 Highway Traffic Paint
Hamilton County, Tennessee

TRAFFIC PAINT (WATERBORNE)

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) year contract unit pricing for Waterborne Traffic Paint for the Hamilton County Highway Department. Paint to be ordered and shipped in truck load quantities.

Bid Submission Requirements:

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on March 16, 2015 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#0315-126: Highway Traffic Paint". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY / MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0315-126: Waterborne Traffic Paint from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Contacts:

Questions concerning paint specifications should be directed to Mr. Ben Wilson, Highway Department Director, (423) 855-6100.

Questions concerning bid procedures should be directed to the Linda Chumbler, Purchasing Department, (423) 209-6350, or lindac@hamiltontn.gov.

Bid#0315-126 Highway Traffic Paint
Hamilton County, Tennessee

Specifications:

One (1) year contract pricing to supply Hamilton County Highway Department with (Waterborne) traffic paint. Paint to be shipped in 275 gallon containers with metal cage outside and 2" OD outlet valve. Shipping containers are to be picked up at the same point of delivery. All cost to be included in the unit price for paint.

Ship to address:
Hamilton County Highway Department
7625 Standifer Gap Road
Chattanooga, Tennessee, 37421.

Paint will be ordered in truck load quantities.

Delivery required within thirty (30) days after receipt of order.

Paint must meet State of Tennessee DOT specifications and **must** have material certification sheets at delivery.

Pricing:

Yellow Traffic Paint: \$_____per gallon.

White Traffic Paint: \$_____per gallon.

Company Name: _____

By: _____

Phone: _____ Fax: _____

Email Address: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

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6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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 0315-126 - Log
Waterborne Traffic Paint

3/03/2015 7:33 AM Eastern

Bids Due Date/Time: 3/16/2015 11:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 3/16/2015 11:00:00 AM Eastern
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3/03/2015 7:33:37AM	Eastern	Linda Chumbler	0315-126 - Waterborne Traffic Paint	Invitation	Please click on the above solicitation number to access bid documents.	97	0

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Please run the attached ad on March 3, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Waterborne Traffic Paint will be opened at 11:00 AM (ET) on March 16, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Traffic Paint
 March 16, 2015

Highway Department
 11:00 A.M.

Vendors:	Sherwin	Ennis	Ozark	Allstates	Franklin
	Williams	Paint	Materials	Coatings	Paint
	Company	Inc.	LLC	Company	Co. Inc.
Yellow per gal.	\$7.50	\$7.80	\$7.95	\$8.58	\$9.95
White per gal.	\$7.70	\$8.00	\$7.95	\$8.43	\$10.35
Delivery:	30 days ARO	10-14 days		30 days ARO	5-10 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/3/2015
Vendor Notification	97
Vendor Response:	5
Budgeted:	Operating