Hamilton County Board of County Commissioners

AGENDA April 16, 2014

ROLL CALL

INVOCATION - Commissioner Beck

PLEDGE TO THE FLAG - Commissioner Beck

Presentation	Signal Mountain High School Leo Club - Commissioner Fields - Agenda Session - April 9, 2014
Minutes	March 26, 2014 - Recessed Meeting
Minutes	March 26, 2014 - Agenda Session
Minutes	April 2, 2014 - Regular Meeting
Res. No. 414-19	A Resolution to approve and accept applications for notary public positions.
Report	Compliance with ThreeStar Program
Report	Order of Designation - Planning Commission - Todd Leamon - 4-14-14
Res. No. 414-20	A Resolution accepting the bid of Mountain View Ford Lincoln for police vehicle equipment and up-fit installation amounting to $116,865.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 414-21	A Resolution approving the purchase of flu vaccine from Novartis, Sanofi-Pasteur, McKesson Med-Surg MN Supply, at statewide contract pricing and, if necessary, other firms at the lowest and best available pricing quote for the Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 414-22	A Resolution authorizing the County Mayor to sign a 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 time period July 1, 2014 – June 30, 2015, in an amount not to exceed $64,500, to provide case management services in accordance with the Department of Health Renal Intervention Project protocol.
Res. No. 414-23	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 years 2014-2019 contract period, in an amount not to exceed $1,892,000 ($378,400 per year) to provide Help Us Grow Successfully (HUGS) services in accordance with the Department of Health's HUGS program guidelines.
Res. No. 414-24	A Resolution accepting the highest and best bid for certain parcels of property acquired by Hamilton County through previous delinquent tax sales and authorizing the County Mayor and County Trustee to enter into and execute deeds conveying said parcels to individuals listed herein below.
Res. No. 414-25	A Resolution authorizing the County Mayor to execute deeds conveying Hamilton County's interest in certain property acquired through a previous delinquent tax sale and jointly owned by Hamilton County and the City of Chattanooga.
Res. No. 414-26	A Resolution to authorize the County Mayor to enter into and execute an agreement with Riverstreet Architecture, LLC for architectural design services for two new restroom facilities for Chester Frost Park for an amount not to exceed $24,660.00.
Res. No. 414-27	A Resolution accepting the bid of EVS Emergency Vehicle Specialist for one (1) year contract unit pricing, beginning April 17, 2014, through April 16, 2015, for protective clothing for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 414-28	A Resolution authorizing the County Mayor to apply to the Tennessee Department of Transportation and accept a litter prevention and trash collection grant in the amount of $108,900 with a contract period beginning July 1, 2014 and ending June 30, 2015.

Res. No. 414-29 A Resolution authorizing the County Mayor to apply to the Tennessee Department of Correction and accept a grant in the amount of $976,218 for continuation of the Hamilton County Felony Community Corrections Program with a contract period beginning July 1, 2014 and ending June 30, 2017.

Res. No. 414-30 A Resolution accepting the bid of Body Armor Outlet for one (1) year contract pricing, beginning April 17, 2014, through April 16, 2015, for body armor and equipment for Emergency Medical Services 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 COMMISSION
MARCH 26, 2014

STATE OF TENNESSEE	**)**	Recessed Meeting
COUNTY OF HAMILTON	**)**	March 26, 2014

BE IT REMEMBERED, that on this 26th day of March, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

Commissioner Mackey welcomed Pastor Jonathan Schwartz, Brainerd Baptist Church, who gave the invocation. Commissioner Mackey led in the pledge to the flag.

RECESSED MEETING
HAMILTON COUNTY COMMISSION
MARCH 26, 2014

Chairman Skillern asked that Resolution No. 314-28, which had been deferred from the March 19, 2014 Regular Meeting, be read into the record at this time.

RESOLUTION NO. 314-28 A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE HAMILTON COUNTY BOARD OF EDUCATION AS TO CERTAIN EDUCATIONAL FACILITIES, AND DESIGNATING THOSE FACILITIES APPROVED FOR CONSTRUCTION, RENOVATION, AND/OR ADDITIONS AS FUNDING SHALL BE APPROPRIATED BY THIS COUNTY LEGISLATIVE BODY.

Chairman Skillern stated that a motion by Commissioner Haynes, seconded by Commissioner Bankston, had been made at the previous meeting and was still on the floor for consideration. The motion was not voted on at this time.

This Resolution provides for funding four of the six school building projects recommended by the Board of Education. The four projects included: replacement school for Ganns Middle Valley Elementary and Falling Water Elementary, and additions at Nolan Elementary, Sale Creek Middle/High, and Wolftever Elementary. The fifth and sixth ranked projects not included in the resolution were new buildings for East Hamilton Middle and Chattanooga School for the Liberal Arts (CSLA).

Commissioner Boyd reported that he had received extensive feedback on this matter from the community throughout the past week. He addressed the large group of

parents and staff in the audience by stating that it was the responsibility of the Commission to give consideration to the recommendations made by the Board of Education and the County Mayor regarding project priorities. He emphasized that the Mayor and his staff had been diligent in determining the amount of funding available for these projects, while maintaining the County's triple AAA bond rating. He encouraged those seeking new facilities for CSLA and East Hamilton Middle to continue their efforts as future funds become available. He recommended that concerned parents or staff speak with their School Board representative and Superintendent to inform them of school needs.

Commissioner Graham pointed out that the Commission had appropriated nearly $100 million dollars in the past two and a half years for new school projects. He stated that he had also spoken with numerous parents from CSLA during the past week. He proposed that administration at CSLA give consideration to speak with the School Board about the possibility of moving their operation to the former David Brainerd School building. He stated that the County had spent $3.4 million dollars to purchase the property and an additional $156,000 for a cafeteria. This facility was currently scheduled to be demolished as part of construction of the new East Brainerd Elementary School to be located on the same property. He believed the building could be repurposed to meet the needs of CSLA.

The previous motion by Commissioner Haynes, seconded by Commissioner Bankston, was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning. He noted that this would give an opportunity to anyone wishing to speak immediately regarding Resolution No. 314-28 rather than the conclusion of the Agenda Session.

Several members of the audience addressed the Commission, speaking as parents with students attending these schools. These individuals included Scottie Summerlin, representing Nolan Elementary; Jessica Thomas, representing CSLA; Christie Turner, representing Sale Creek Elementary; and Jill Riley, representing Ganns Middle Valley Elementary. Appreciation was expressed to the Commission and that they looked forward to continued improvements in the school system.

Chairman Skillern stated that over half of the funding generated from property taxes went towards needs in the school system. Of the current $90 million dollar bond issue, nearly $70 million dollars would be used for schools. He also pointed out the rapidly increasing cost of building new schools today compared to schools built in the past. He expressed his appreciation to the Mayor and his staff for their efforts to find available funding for these projects.

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

Respectfully submitted:

W. F. Knowles

William F. (Bill) Knowles, County Clerk

Approved:

____ W.F.K.
Date Clerk's Initials

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 26, 2014

STATE OF TENNESSEE	**)**	Agenda Preparation Session
COUNTY OF HAMILTON	**)**	March 26, 2014

BE IT REMEMBERED, that on this 26th day of March, 2014, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 26, 2014

COMMITTEE ASSIGNMENTS

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

- Resolution No. 414-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- An Order of Reappointment to the Eastside Utility District would be submitted as a matter of record.
- An Order of Appointment to the Hixson Utility District would be submitted as a matter of record.
- A Criminal Court Clerk Report for the month of February 2014 would be submitted as a matter of record.
- A Trustee Monthly Report for the month of February 2014 would be submitted for the record.
- A Trustee Excess Fee Report for the month of February 2014 would be submitted for the record.
- Resolutions No. 414-2, 414-4 through 414-6, 414-10, and 414-12 through 414-15 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 414-3 and 414-16 were assigned to the Legal Committee, chaired by Commissioner Fields.
- Resolutions No. 414-7 through 414-9 were assigned to the Roads Committee, chaired by Commissioner Bankston.
- Resolution No. 414-17 was to be heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 414-17

Chairman Skillern spoke regarding Resolution No. 414-17, which would confirm the appointments of Albert Kiser as Finance Administrator and Lee Brouner as Assistant Finance Administrator, effective April 1, 2014.

Each member of the Commission expressed their appreciation to Finance Administrator Louis Wright, who would be retiring at the end of the month with for 38 years of service. Commission members stated that Mr. Wright's knowledge and insight had been very beneficial to them throughout the years. Each wished Mr. Wright the best in his future endeavors and looked forward to working closely with Albert Kiser and Lee Brouner.

Mr. Wright was also thanked at this time by Mayor Coppinger, Attorney Taylor, and Clerk Knowles. Mayor Coppinger announced that a retirement reception in his honor would be held on Friday, March 28th at noon. He invited everyone to attend.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Haynes announced that he would be participating in a 5k run to benefit the Soddy-Daisy Food Bank on Saturday, March 29 at Mile Straight Baptist Church. He invited anyone interested to join.

Commissioner Graham announced that the Lookout Valley Neighborhood Association is holding a District 6 Candidates Forum at the John A. Patten Center Auditorium on Thursday, April 3, 2014 at 7 pm.

Mayor Coppinger made comments regarding the school buildings project Resolution No. 314-28, which was adopted during today's Recessed Meeting. He indicated he looked forward to proceeding with these projects and others in the future. He expressed his appreciation to the Commission for their support of the school system.

DELEGATIONS

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

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

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 26, 2014

Respectfully submitted:

_____
William F. (Bill) Knowles, County Clerk

Approved:

_____ _____
Date Clerk's Initials

HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 2, 2014

STATE OF TENNESSEE **)** Regular Meeting

COUNTY OF HAMILTON **)** April 2, 2014

BE IT REMEMBERED, that on this 2nd day of April, 2014, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

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

HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 2, 2014

Pastor Randy Jacks, Miracle Missionary Baptist Church, gave the invocation. Commissioner Beck led in the pledge to the flag.

Mayor Coppinger expressed his gratitude to Pastor Jacks for his many areas of service in the community, including Chief Officer of the Chattanooga Fire Department.

APPROVAL OF MINUTES

ON MOTION of Commissioner Mackey, seconded by Commissioner Graham, that the minutes of the Recessed Meeting of March 12, 2014, the Agenda Preparation Session of March 12, 2014, and the Regular Meeting of March 19, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

RESOLUTION NO. 414-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

Chairman Skillern asked for a motion.

ON MOTION of Commissioner Bankston, seconded by Commissioner Henry, to adopt Resolution No. 414-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

ORDER OF APPOINTMENT

County Mayor Coppinger submitted for the record an Order appointing David Norton to the Hixson Utility District Board of Commissioners to fill an unexpired term ending June 14, 2016.

ORDER OF REAPPOINTMENT

County Mayor Coppinger submitted for the record an Order reappointing Paul Parker to the Eastside Utility District Board of Commissioners to serve a four-year term expiring April 2, 2018.

CRIMINAL COURT CLERK REPORT

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

TRUSTEE'S EXCESS FEE REPORT

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

TRUSTEE'S MONTHLY REPORT

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

RESOLUTION NO. 414-2 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO, AND EXECUTE, A GRANT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HUMAN SERVICES AND THE HAMILTON COUNTY JUVENILE COURT TITLE IV-D CHILD SUPPORT DIVISION.

Commissioner Graham provided details regarding Resolution No. 414-2 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 414-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 414-3 A RESOLUTION TO AUTHORIZE THE CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY TO PREPARE AN UPDATE TO THE COMPREHENSIVE PLAN AND DEVELOP AN INTEGRATED LAND DEVELOPMENT AND INFRASTRUCTURE PLANNING FRAMEWORK TO GUIDE COUNTYWIDE LAND USE PLANNING DOCUMENTS AND PROVIDE POLICY AND CODE RECOMMENDATIONS.

Commissioner Fields provided details regarding Resolution No. 414-3 and stated that the Legal Committee reviewed and recommended approval. He noted that the current 2030 Comprehensive Plan for the County did not currently reflect any major land

development or infrastructure changes since its adoption in 2005 by the Chattanooga-Hamilton County Regional Planning Commission.

ON MOTION of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 414-3. The motion was not voted on at this time.

Chairman Skillern expressed his desire that a comprehensive plan encourage growth rather than prohibit it. He stated that this plan had become a strong promotion of growth for the County.

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

Chairman Skillern asked that Resolutions No. 414-4 through 414-6 be considered together at this time.

RESOLUTION NO. 414-4 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF FEBRUARY 1, 2014, THROUGH FEBRUARY 28, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 414-5 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 2014 - 2015 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED $256,400 TO PROVIDE HOME VISITS IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S CHILDREN'S SPECIAL SERVICES (CSS) PROGRAM GUIDELINES.

RESOLUTION NO. 414-6 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 AN AMENDMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF $122,252 TO PROVIDE HEALTH CARE SAFETY NET PRIMARY CARE SERVICES TO UNINSURED ADULTS IN HAMILTON COUNTY AT THE HOMELESS HEALTH CARE CENTER FOR THE TIME

PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014 AND TO INCREASE THE REVENUE BUDGET BY $32,872.

Commissioner Graham provided details regarding Resolutions No. 414-4 through 414-6 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Henry, to adopt Resolutions No. 414-4 through 414-6. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

Chairman Skillern asked that Resolutions No. 414-7 through 414-9 be considered together at this time.

RESOLUTION NO. 414-7 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: BELLA POINTE DRIVE.

RESOLUTION NO. 414-8 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: ARGYLE COURT.

RESOLUTION NO. 414-9 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: BLAZING STAR COURT, AND AN EXTENSION OF TROUT LILY DRIVE.

Commissioner Bankston provided details regarding Resolutions No. 414-7 through 414-9 and stated that the Roads Committee reviewed and recommended approval.

ON MOTION of Commissioner Bankston, seconded by Commissioner Fields, to adopt Resolutions No. 414-7 through 414-9. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 414-10, 12, 13, 14, and 15 be considered together at this time. He reported that Resolution No. 414-11 had not been used. He stated that if a Commissioner desired to vote on any of these Resolutions separately, they may ask to do so.

RESOLUTION NO. 414-10 A RESOLUTION ACCEPTING THE BID OF SHERWIN WILLIAMS COMPANY FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 1, 2014, THROUGH APRIL 30, 2015, FOR WATERBORNE HIGHWAY TRAFFIC PAINT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 414-11 RESOLUTION NUMBER NOT USED

RESOLUTION NO. 414-12 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH ARTECH DESIGN GROUP, INC. FOR PRELIMINARY ARCHITECTURAL DESIGN SERVICES FOR THE DALLAS BAY FIREHALL NO. 2 ADDITION FOR AN AMOUNT NOT TO EXCEED $31,940.00.

RESOLUTION NO. 414-13 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH MICHAEL BRADY, INC. FOR PRELIMINARY ARCHITECTURAL DESIGN SERVICES FOR THE NEW SALE

CREEK FIREHALL HEADQUARTERS FOR AN AMOUNT NOT TO EXCEED $48,182.00.

RESOLUTION NO. 414-14 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH HEFFERLIN + KRONENBERG ARCHITECTS, FOR PRELIMINARY ARCHITECTURAL DESIGN SERVICES FOR THE NEW TRI-COMMUNITY FIREHALL #3 FOR AN AMOUNT NOT TO EXCEED $40,538.00.

RESOLUTION NO. 414-15 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT AN APPLICATION TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR A $460,000 GRANT, WHICH INCLUDES A REQUIRED MATCHING CONTRIBUTION NOT TO EXCEED $230,000, TO FUND THE DEVELOPMENT OF EQUESTRIAN TRAILS AT ENTERPRISE SOUTH NATURE PARK.

Upon request by Commissioner Boyd, Chairman Skillern stated that Resolution No. 414-15 would be considered separately.

Commissioner Graham provided details regarding Resolutions No. 414-10, 12, 13, and 14, and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolutions No. 414-10, 12, 13, and 14. The motion was not voted on at this time.

Chairman Skillern spoke regarding Resolution No. 414-10. He noted that the waterborne highway traffic paint was considered to be eco-friendly and green. He pointed out that this paint cost nearly twice as much and lasted half as long as previous paints used.

The foregoing Resolutions No. 414-10, 12, 13, and 14 were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

Commissioner Graham provided details regarding Resolution No. 414-15, and stated that the Finance Committee reviewed and recommended approval. He noted that the Committee recommendation had not been unanimous. He reported that the cost of this project, which would include a paved roadway, parking area, waterless

restrooms, and trail construction, would be estimated at $460,000 and includes $230,000 in required matching funds shared equally by the City of Chattanooga and County. He emphasized that this Resolution would authorize the Mayor to submit an application with the Tennessee Department of Environment and Conservation to be considered for the grant.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 414-15. The motion was not voted on at this time.

Commissioner Boyd stated that he wasn't against horses, and that his family members had horses on their property. But, he strongly suggested that this amenity proposed for the Enterprise South recreational area should be financed with private funding.

ON MOTION of Commissioner Boyd, to amend Resolution No. 414-15, that the $230,000 in required matching funds come from privately raised sources. The motion died for lack of second.

Mayor Coppinger and Commissioner Graham expressed their appreciation to the Development Department Director Dan Saieed and his staff for their hard work to find grants for the County to apply for in order to reduce or minimize cost to the taxpayers.

Chairman Skillern emphasized that if the County were to receive this grant, there would still be a second opportunity to raise private funds at that time. He shared his belief that it would be more effective to raise funds once the grant was secured.

The previous motion to adopt Resolution No. 414-15, made by Commissioner Graham, seconded by Commissioner Fields, was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Nay”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 1.

RESOLUTION NO. 414-16 A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS FOR A ONE (1) YEAR TERM, COMMENCING MAY 1, 2014 ,AND EXPIRING APRIL 30, 2015; DESIGNATING A CHIEF JUDICIAL COMMISSIONER; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.

Commissioner Fields provided details regarding Resolution No. 414-16 and stated that the Legal Committee reviewed and recommended approval. This Resolution

would reappoint Randall Russell and Sharetta Smith to serve six-month terms expiring April 30, 2015.

ON MOTION of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 414-16. The motion was not voted on at this time.

Commissioner Beck questioned whether it would be necessary to vote separately to designate a Chief Judicial Commissioner. Clerk Knowles responded that the Resolution's language stated that Randall Russell would continue as Chief Judicial Commissioner.

Attorney Taylor replied that it had been the recommendation of the Legal Committee that the votes for Judicial Commissioner and Chief Judicial Commissioner be considered together, as it had been in the past. He stated that these votes could be divided, if that were the Commission's desire.

Commissioner Haynes, Chairman of the Security and Corrections Committee, stated the Resolution could be revised to reflect a vote for Mr. Russell and Ms. Smith to serve as Judicial Commissioners. A separate Resolution could then appoint an individual to the position of Chief Judicial Commissioner.

Chairman Skillern asked that Attorney Taylor provide the Clerk's office with these two Resolutions. The vote for Chief Judicial Commissioner would be assigned the Resolution No. 414-16A. The vote to reappoint Mr. Russell and Ms. Smith would remain Resolution No. 414-16.

The previous motion to adopt Resolution No. 414-16, made by Commissioner Fields, seconded by Commissioner Bankston, was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern opened the floor for nominations of Chief Judicial Commissioner.

Commissioner Haynes placed in nomination the name of Randall L. Russell to serve as Chief Judicial Commissioner.

Commissioner Beck placed in nomination the name of Sharetta T. Smith to serve as Chief Judicial Commissioner.

Resolution Number 414-16A was assigned specifically authorizing the election of a Chief Judicial Commissioner. With this understanding Chairman Skillern ordered the roll called with each Commissioner indicating the nominee they preferred to serve as Chief Judicial Commissioner.

County Clerk Knowles called the roll, with the following members of the County Commission being present and voting as follows:

Commissioner Bankston: “Randall Russell”; Commissioner Beck: “Sharetta Smith”; Commissioner Boyd: “Randall Russell”; Commissioner Fields: “Randall Russell”; Commissioner Graham: “Randall Russell”; Commissioner Haynes: “Randall Russell”; Commissioner Henry: “Randall Russell”; Commissioner Mackey: “Sharetta Smith”; and Chairman Skillern: “Randall Russell”. Total present – 9. Total absent – 0. Randall Russell– 7; Total votes for Sharetta Smith – 2.

Clerk Knowles indicated that Randall Russell had received the necessary five votes for designation as Chief Judicial Commissioner.

RESOLUTION NO. 414-17 A RESOLUTION TO CONFIRM THE APPOINTMENTS BY THE COUNTY MAYOR OF ALBERT C. KISER AS ADMINISTRATOR OF FINANCE

AND LEE BROUNER AS ASSISTANT ADMINISTRATOR OF FINANCE, RESPECTIVELY, EFFECTIVE APRIL 1, 2014.

Resolution No. 414-17 had been considered at a Wednesday, March 26 Agenda Session by a Committee of the Whole.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 414-17. The motion was not voted on at this time.

Commissioner Beck noted that the Commission previously had the opportunity to work closely with Albert Kiser and looked forward to serving with him in the future.

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

RESOLUTION NO. 414-18 A RESOLUTION AUTHORIZING THE COUNTY MAYOR, ALONG WITH THE HAMILTON COUNTY JUVENILE COURT, TO RECOGNIZE APRIL AS NATIONAL CHILD ABUSE PREVENTION MONTH.

Chairman Skillern noted that Resolution No. 414-18 had been added to today's agenda as a late item.

ON MOTION of Commissioner Bankston, seconded by Commissioner Henry, to adopt Resolution No. 414-18. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

DISCUSSION RE: ERLANGER HOSPITAL

Chairman Skillern stated that Mayor Coppinger had indicated a desire to bring up an item for the Commission's consideration at a Recessed Meeting next week. He stated that this opportunity had been brought to their attention by Erlanger Hospital CEO Kevin Spiegel. He stated that this Resolution would allow the County to receive $10,000,000 from Erlanger hospital and transfer the same amount to the State of

Tennessee. This would result in no cost to the County. He emphasized that this pass-through of funds was required to be received by the State from a local governmental body rather than directly from a hospital. It would be used as matching funds to secure a federal grant in the amount of $30,000,000.

Mayor Coppinger welcomed a group of individuals from Erlanger Hospital present for today's discussion, including Chief Financial Officer Brent Tabor and Government Affairs Director Steve Johnson. Mayor Coppinger noted that this transaction would result in $30,000,000 in grant funds transferred from the federal government to Erlanger Hospital.

Upon questioning by Commissioner Graham, the Mayor responded this same transaction could be performed up to three times over the next year.

Mayor Coppinger expressed his appreciation to representatives from Erlanger for finding these available funds, as well as United States Senator Bob Corker for his efforts on this matter.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Haynes announced that on Friday, April 4 at 12:30 PM, Hixson High School would be holding a grand opening for their agricultural lab, which is also called an aquaponics classroom. He invited anyone interested to attend.

Commissioner Haynes also invited members of the Commission to attend the Ham and Chicken Dinner at Hixson Middle School on Sunday, April 6 at 11:00 AM.

Commissioner Graham announced that the Lookout Valley Neighborhood Association is holding a District 6 Candidates Forum at the John A. Patten Center Auditorium on Thursday, April 3, 2014 at 7:00 PM.

Commissioner Graham reported that the River City Company would be sponsoring a downtown cleanup in District 6 on Saturday, April 5 at 8:30 AM.

Commissioner Graham welcomed Michelle Harstine, Field Representative for Congressman Chuck Fleischmann, who was in the audience for today's meeting.

Commissioners Graham, Boyd, and Mayor Coppinger spoke regarding the grant application process in Hamilton County and the distinction between wants and needs of the community.

Mayor Coppinger welcomed newly appointed Finance Administrator Albert Kiser and looked forward to working closely with him in the future.

Chairman Skillern noted that the Commission had discussed and voted on several school building projects recently. He also pointed out that the Commission would be considering the Erlanger Hospital grant next week. He stated that these items and others often required conversations to take place between Commission meetings in order to assimilate information. He stated that there had not been any violations of the Sunshine Law. He emphasized that conversations between the Chairman and Mayor beforehand allow Commission meetings to run more efficiently.

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning.

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

HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 2, 2014

Respectfully submitted:

_____
William F. (Bill) Knowles, County Clerk

Approved:

_____ _____
Date Clerk's Initials

HAMILTON COUNTY, TENNESSEE

OFFICE OF THE COUNTY MAYOR

JIM M. COPPINGER

To: Hamilton County Board of Commissioners

From: County Mayor Jim M. Coppinger JMC

Date: April 16, 2014

Subject: Compliance with the ThreeStar Program

Attached is the following financial information. This information is required to be filed annually with the Board of Commissioners to ensure that Hamilton County remains in compliance with the State of Tennessee ThreeStar Program.

- ThreeStar Fiscal Confirmation Letter
- Cash Flow Forecast for the Debt Service Fund for fiscal year 2014
- Debt Management Policy (copy of the policy adopted by the Board of Commissioners on December 7, 2011 - Resolution no. 1211-8).

625 GEORGIA AVENUE, SUITE 208 • CHATTANOOGA, TN 37402 • PHONE (423) 209-6100 • FAX (423) 209-6101

HAMILTON COUNTY, TENNESSEE

OFFICE OF THE COUNTY MAYOR

JIM M. COPPINGER

Fiscal Strength and Efficient Government

ThreeStar Program Requirements

This document confirms that Hamilton County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The County Mayor has reviewed with the County Commission at an official meeting the County's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the County's debt management policy.

- The County Mayor and County Commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the County must go through the process of assessing the County's cash flow. This is done to evaluate the County's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Hamilton County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Hamilton County Commission present at the meeting held on the 16th day of April, 2014.

☐ Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that the requirement that an annual cash flow forecast be prepared for the appropriate fund and submitted to the Comptroller's office was reviewed with the members of the Hamilton County Commission present at the meeting held on the 16th day of April, 2014.

☐ Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 16th day of April, 2014.

Jim M. Coppinger
County Mayor Name

Jim M. Coppinger
Signature

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HAMILTON COUNTY, TENNESSEE
CASH FLOW FORECAST - DEBT SERVICE FUND
Fiscal Year 2014

	Bonded Debt			Other Debt					
Due Date	Bond Redemption	Interest	Total Bond Payments	1999 Loan Agreement	Finley Stadium Project	CCA Addition	HCDE Loan Agreement	Revolving Credit Agreement	TOTAL DEBT SERVICE
Expenditures									
July-13	$ -	$1,713,041	$ 1,713,041	$ -	$ -	$ 22,677	$ -	$ -	1,735,718
August-13	265,000	107,195	372,195	-	-	22,677	-	-	394,872
September-13	-	2,528,606	2,528,606	-	452,427	21,945	-	-	3,002,978
November-13	4,740,000	198,894	4,938,894	-	-	14,679	-	-	4,953,573
December-13	-	-	-	-	-	-	90,733	62,275	153,008
January-14	5,100,000	1,713,041	6,813,041	-	-	-	-	-	6,813,041
February-14	-	100,570	100,570	-	-	-	-	623	101,193
March-14	15,140,000	3,063,707	18,203,707	-	19,364	-	-	58,380	18,281,451
April-14	-	-	-	-	-	-	-	20,900	20,900
May-14	-	121,869	121,869	840,000	-	-	-	21,600	983,469
June-14	-	-	-	-	-	-	-	20,900	20,900
Total	$25,245,000	$9,546,923	$34,791,923	$ 840,000	$471,791	$ 81,978	$ 90,733	$ 184,678	36,461,103
Other budgeted expenditures									212,322
Total debt service expenditures									36,673,425
Revenues									
Budgeted appropriation from County General Fund									35,357,329
Other budgeted revenues									1,316,096
Total debt service revenues									36,673,425
Net budgeted increase/decrease in Debt Service Fund									-
FUND BALANCE at beginning of year									358,400
FUND BALANCE (projected) at end of year									$ 358,400

STATE OF TENNESSEE
Hamilton County

December 7, 2011
DATE (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 1211-8

A RESOLUTION TO ADOPT A DEBT MANAGEMENT POLICY FOR HAMILTON COUNTY, TENNESSEE.

WHEREAS, *Tennessee Code Annotated,* Section 9-21-151(b)(1), authorizes the State Funding Board to develop model financial transaction policies for local governments and local government instrumentalities; and

WHEREAS, the State Funding Board has adopted a statement on debt management and directed local governments and government entities that borrow money to draft their own debt management policies with certain mandatory provisions; and

WHEREAS, the Hamilton County Legislative Body has prepared a debt management policy that includes the mandatory provisions relative to transparency, professionals and conflicts.

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

That the Debt Management Policy attached as Exhibit A to this resolution, incorporated herein by reference, is hereby adopted.

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

Hamilton County, Chattanooga, TN
A CERTIFIED TRUE COPY
This 7 day of DEC, 20 11
W. F. (BILL) KNOWLES, County Clerk
By _____, Deputy Clerk

Approved: ☑
Rejected: ☐
Approved: ☑
Vetoed: ☐

CERTIFICATION OF ACTION

_____
County Clerk

_____
County Mayor

December 7, 2011
Date

Printed on recycled paper.

EXHIBIT A

Hamilton County
Debt Management Policy

Adopted

_____

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Introduction

To maintain a high quality debt management program, Hamilton County (the "County") has adopted the guidelines and policies set forth in this document titled "Debt Management Policy" (the "Policy"). The purpose of creating the Policy is to establish and codify the objectives and practices for debt management for the County and to assist all concerned parties in understanding the County's approach to debt management.

The Policy is intended to guide current and future decisions related to debt issued by the County while managing debt levels and their related annual costs within both current and projected available resources. This Policy promotes transparency for our citizens, taxpayers, rate payers, businesses, vendors, investors and other interested parties.

This Policy has benefited from a number of sources including the County's existing practices and procedures, similar efforts by other municipalities, national credit rating agency guidelines, national and industry best practices employed by high performing public entities and from the County's financial advisor's experience in the development and implementation of financial and debt management policies for its clients. The Policy has also been guided by the policies and practices reflected in the County's financial planning, management, budget, and disclosure documents.

Since the guidelines contained in the Policy require regular updating in order to maintain relevance, to adhere to changes in legislation and to respond to the changes inherent in the capital markets, the County plans to periodically review the Policy. The County has the right to waive or modify any of the policies included herein; however such modifications must be approved by the Mayor and the Hamilton County Commission ("Mayor and Board").

Policy Statement

In managing its debt, it is the County's policy to:

- Achieve the lowest cost of capital
- Ensure high credit quality
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage risk exposure

Goals & Objectives

Debt policies and procedures are tools that ensure that financial resources are adequate to meet the County's long-term planning objectives. In addition, the Policy helps to ensure that financings undertaken by the County satisfy certain clear objective standards which allow the County to protect its financial resources in order to meet its long-term capital needs. The adoption of a clear and comprehensive financial policy enhances the internal financial management of the County.

This Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the County's specific capital improvement needs; ability to repay financial obligations; the existing legal, economic, and financial and debt market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To guide the County and its managers in debt issuance decisions related to types of debt and the professionals hired by the County during the debt issuance process
- To promote sound financial management
- To protect and enhance the County's credit rating
- To ensure the legal use of the County's debt issuance authority
- To promote cooperation and coordination with other stakeholders in the financing and delivery of services
- To evaluate debt issuance options (new debt and refinancing of existing debt)
- To avoid conflicts of interest

Debt Authorization

Tenn. Code Ann. §Title 9, Chapter 21, inclusive of the laws of the State of Tennessee provides that debt may be issued by Tennessee counties. Hamilton County will comply with all State laws and regulations regarding debt issuance.

Credit Quality and Credit Enhancement

The County's debt management activities will be conducted to receive the highest credit ratings possible, consistent with the County's financing objectives. The Administrator of Finance will be responsible for maintaining relationships and communicating with the rating agencies that assign ratings to the County's debt. The Administrator of Finance will provide the rating agencies with periodic updates of the general financial condition of the County. Full disclosure and open lines of communication shall be maintained with the rating agencies. The County, together with its financial advisor, shall prepare presentations to the rating agencies to assist

credit analysts in making informed decisions about the County's creditworthiness. The Administrator of Finance shall be responsible for determining whether or not a rating shall be requested on a particular financing, and which of the major rating agencies will be asked to provide such rating.

The Administrator of Finance is responsible for communicating the rating process and outcomes to the Mayor and Board.

The County will consider the use of credit enhancements (bond insurance, letters of credit, etc.) on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when clearly demonstrable savings can be shown shall an enhancement be considered.

Bond Structure

The County shall establish all terms and conditions relating to the issuance of bonds. Unless otherwise authorized by the County, the following shall serve as bond requirements:

1. **Term**. All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements.

2. **Capitalized Interest**. From time to time certain financings may require the use of capitalized interest from the issuance date until the County has beneficial use and/or occupancy of the financed project. Interest shall not be funded (capitalized) beyond three (3) years or a shorter period if further restricted by statute.

3. **Debt Service Structure**. Debt issuance shall be planned to achieve at least relatively level debt service for an individual bond issue, while still matching debt service to the useful life of facilities. To further strengthen the County's debt profile, the County will utilize a level principal structure when possible. The County shall avoid the use of balloon maturities except in those instances where these maturities serve to make existing overall debt service level or match a specific income stream.

4. **Call Provisions** The County will strive to sell securities with a call feature, which is no later than ten (10) years from the date of delivery of the bonds.

5. **Original Issuance Discount/Premium**. Bonds with original issuance discount/premium will be permitted.

Debt Structure

When the County determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Types of Debt

1. **General Obligation Bonds.** The County may issue general obligation bonds supported by the full faith and credit of the County. The County may also use its general obligation pledge to support other bond issues, if such support improves the economics of the other bond issue and is used in accordance with these guidelines.

2. **Revenue Bonds.** The County may issue revenue bonds, where repayment of the bonds will be made through revenues generated from other sources. Revenue bonds will typically be issued for capital projects which can be supported from project or enterprise-related revenues.

3. **Capital Leases.** The County may use capital leases to finance short-term projects.

4. **Commercial Paper**. The County may use Commercial Paper (Bond Anticipation Notes) as a form of interim financing

Duration

1. **Long-Term Debt.** The County may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term borrowing will not be used to finance current operations or normal maintenance.

2. **Short-Term Debt.** Short-term borrowing may be utilized for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:

   a) *Capital Outlay Notes* may be issued in accordance with state statutes.

   b) *Bond Anticipation Notes (BANs)* may be issued in accordance with state statutes.

   c) *Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs)* shall be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to Federal IRS and state requirements and limitations.

   d) *Lines of Credit* shall be considered as an alternative to other short-term borrowing options.

Interest

1. **Variable Rate Debt.** To maintain a predictable debt service burden, the County has a preference to debt that carries a fixed interest rate. The County, however, may consider variable rate debt. The percentage of net variable rate debt outstanding (excluding an amount of debt considered to be naturally matched to short-term assets in the Unreserved Fund Balance) shall not exceed 30% of the County's total outstanding debt.

2. **Interest Rate Swap**. The County will avoid the use of interest swap agreements.

3. **Fixed Rate Debt.** The County will strive to issue debt in a fixed rate mode.

Refinancing Outstanding Debt

The Administrator of Finance with assistance from the County's financial advisor shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The County will consider the following issues when analyzing possible refunding opportunities:

1. **Debt Service Savings**. The County will evaluate refunding opportunities and will strive to achieve present value savings of 3% of the refunded bond principal amount taking into consideration the projected value of any call options and net of all costs related to the refinancing.

   If present value savings is less than 3%, the County, along with the financial advisor, may consider other alternative measures to quantify the value of the refunding opportunity. However, pursuant to Tenn. Code Ann. § 9-21-903, the County shall submit its plan of refunding to the state director of local finance for review.

2. **Restructuring**. The County will refund debt when it is in the best financial interest of the County.

3. **Term of Refunding Issues**. The County will refund bonds within the term of the originally issued debt. However, the County may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The County may also consider shortening the term of the originally issued debt to realize greater savings.

4. **Escrow Structuring**. The County will strive to utilize the most efficient securities available in structuring refunding escrows. However, the County will also consider the costs and risks associated with such securities. A certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process (in the case of open market securities), that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the County from its own account.

5. **Arbitrage**. The County shall comply with Federal arbitrage regulations.

Methods of Issuance

The County will determine the method of issuance on a case-by-case basis.

1. **Competitive Sale**. Pursuant to Tenn. Code Ann. § 9-21-203, the County shall use a competitive sale method of issuance for all general obligation new money transactions.

2. **Negotiated Sale**. Pursuant to Tenn. Code Ann. § 9-21-302 & § 9-21-910, the County may sell revenue or refunding bonds at a private negotiated sale. While the County prefers the use of a competitive process, the County recognizes that some securities are best sold through negotiation. In its consideration of a negotiated sale, the County shall assess the following circumstances (only applicable to revenue or refunding bonds):

a) A structure which may require a strong pre-marketing effort such as a complex transaction or a "story" bond

b) Size of the issue which may limit the number of potential bidders

c) Market volatility is such that the County would be better served by flexibility in timing a sale in a changing interest rate environment

d) Whether the bonds are issued as variable rate demand obligations

e) Whether an idea or financing structure is a proprietary product of a single firm

3. **Private Placement**. From time to time the County may elect to privately place its debt. Such placement shall only be considered if this method is demonstrated to result in a cost savings to the County relative to other methods of debt issuance.

Underwriter Selection (Negotiated Transaction)

If there is an underwriter, the County shall require the underwriter(s) to clearly identify itself in writing (*e.g.*, in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the County.

Underwriter's Counsel. In any negotiated sale of County debt in which legal counsel is required to represent the underwriter, the appointment will be made by the underwriter with approval from the Administrator of Finance and the County Attorney.

Underwriter's Discount. The Administrator of Finance, with the assistance of the financial advisor, will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the Administrator of Finance will determine the allocation of fees, if any, with respect to the management fee. The determination will be based upon participation in the structuring phase of the transaction.

All fees and allocation of the management fee will be determined prior to the sale date; a cap on management fee, expenses and underwriter's counsel will be established and communicated to all parties by the Administrator of Finance. The senior manager shall submit an itemized list of expenses charged to members of the underwriting group. Any additional expenses must be substantiated.

If there is no financial advisor, the underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to the takedown per maturity to the County in advance of the pricing of the debt.

Financial and Legal Professionals

Selection of Financial and Legal Professionals. The Administrator of Finance will make recommendations on selection of the financial advisor, bond counsel and underwriters (underwriter selection only applicable in a negotiated sale) to the Mayor and Board. The County will enter into a written engagement agreement with each financial and legal professional representing the County in debt transactions.

Financial Advisor. The County shall select a financial advisor (or advisors) to assist in its debt issuance and debt administration processes. The County will enter into a written agreement with each person and/or firm serving as financial advisor(s) in debt management.

Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.

Bond Counsel. County debt will include a written opinion by legal counsel affirming that the County is authorized to issue the proposed debt, that the County has met all legal requirements necessary for issuance, and a determination of the proposed debt's federal income tax status. The approving opinion and other documents relating to the issuance of debt will be prepared by counsel with extensive experience in public finance and tax issues. The Administrator of Finance, along with the County Attorney, will make a recommendation on selection of bond counsel with final approval provided by the Mayor and Board. The County will enter into a written agreement with each person and/or firm serving as bond counsel(s) in debt transactions.

Conflict of Interest. The County requires that its financial and legal professionals provide objective advice and analysis, maintain the confidentiality of County financial plans, and be free from any conflicts of interest.

Disclosure by Financial and Legal Professionals. Financial and legal professionals involved in a debt transaction hired or compensated by the County shall be required to disclose to the County existing client and business relationships between and among the professionals to a transaction as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

The County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the County and the lender or conduit issuer, if any. This includes "soft" costs or compensation in lieu of direct payments.

Transparency

The County shall comply with legal requirements for notice and for public meetings specifying on the Board agenda when matters related to debt issuance will be considered. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be

disclosed to the citizens, the Mayor and Board and other stakeholders in a timely manner. This information will be provided to the Mayor and Board through the State Form No. CT-0253 (Report on Debt Obligation).

Continuing Disclosure Compliance

At the time debt is issued, the County will execute a Continuing Disclosure Agreement (required by SEC Rule 15c2012) in which it will covenant for the benefit of holders and beneficial owners of the publically traded debt to provide certain financial information relating to the County to each Municipal Securities Rulemaking Board ("MSRB") via Electronic Municipal Market Access ("EMMA") no later than 270 days after the end of each of the County's fiscal years and provide notice of the occurrence of any of the following material events:

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults
3. Unscheduled draws on bond-related reserves
4. Unscheduled draws on credit enhancements
5. Substitution of credit or liquidity providers or the failure of performance on the part of a liquidity provider
6. Adverse tax opinions or events affecting the tax-exempt status of any bonds
7. Modifications to rights of bond holders
8. Bond calls
9. Defeasances
10. Matters affecting collateral
11. Rating changes

Debt Policy Review

The debt policy guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt. The County maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt transaction achieves County goals.

This policy will be reviewed periodically in order to maintain relevance, to adhere to changes in legislation and to respond to changes in the capital markets.

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): April 14, 2014.

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

This the 7th day of April, 2014.

Jim M. Coppinger

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 7th day of April, 2014 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 7th day of April, 2014.

My Commission Expires: 2-18-15

Debra Sterchi

Notary Public

DEBRA STERCHI
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-19

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 16, 2014
Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
APRIL 16, 2014

NAME	RESIDENCE	BUSINESS
Sharon Benson	11906 State Highway 58 S Decatur, TN 37322 423-334-2007	Hamilton County Emergency Services 317 Oak Street, Ste. 302 Chattanooga, TN 37322 423-209-6921
Belinda J. Bowman	3313 Elder Mountain Rd. Chattanooga, TN 37419 423-315-2162	Chattanooga Housing Authority 801 N. Holtzclaw Ave. Chattanooga, TN 37404 423-752-4819
Valerie Marie Bronkema	1301 Cumberland Road Chattanooga, TN 37419 423-825-5012	Northside Learning Center 923 Mississippi Avenue Chattanooga, TN 37405 423-266-7497
Jack Card	132 Baltusrol Rd. Hixson, TN 37343 423-842-4408	Allied Finance 110 E. 7th Street Chattanooga, TN 37401 423-267-5431
Carol S. Clapp	5621 Misty Valley Drive Ooltewah, TN 37363 423-396-4639	Stephen V. Dreskin, MD. P.C. 1949 Gunbarrel Rd., Ste. 125 Chattanooga, TN 37421 423-702-7786
Matt Clark	1816 Pine Needles Trail Chattanooga, TN 37421 678-480-1358	Hamilton County Clerk 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-7934
Pamela L. Collins	5759 Sundance Ct. Ooltewah, TN 37363 423-396-2365	Western Federal Credit Union 9525 Apison Pike Collegedale, TN 37315 310-381-3831
Cheryl Cooper	26 Eagle Cliff Drive Flintstone, GA 30725 423-240-0573	North American Credit Services 2810 Walker Rd. Chattanooga, TN 37421 423-894-5654
Deborah S. Cordell	3815 Edwards Terrace Chattanooga, TN 37412 423-618-0339	Bethany Christian Services 400 S. Germantown Rd. Chattanooga, TN 37411 423-622-7360
C. P. Diaz	509 Barton Avenue Chattanooga, TN 37405 423-243-7510	Chattanooga Hardscapes 7912 E. Brainerd Rd. Chattanooga, TN 37421 N/A

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
APRIL 16, 2014

NAME	RESIDENCE	BUSINESS
Brittany Dicorato	23 Topper Lane Rossville, GA 30741 423-305-2715	Eric Buchanan & Associates, PLLC. 414 McCallie Avenue Chattanooga, TN 37402 423-634-2506
Hadalie Eaves	936 Pembrook Lane Chattanooga, TN 37421 423-322-2040	First Tennessee Bank 5914 Highway 58 Harrison, TN 37341 423-954-2567
Amber Elston	3920 Webb Oaks Ct., Apt. B Chattanooga, TN 37416 423-709-8787	Kerry Smith - State Farm 3501-C Dayton Blvd. Chattanooga, TN 37415 423-870-1809
Brooke Emerson	127 Chetola Drive Cleveland, TN 37323 423-716-1259	Heights Finance 6223 Lee Hwy., Ste. 210 Chattanooga, TN 37421 423-614-6700
Ursula Frye	2408 Lakeshore Drive Fort Oglethorpe, GA 30742 276-780-4306	Northwest Georgia Bank 319 Manufacturers Rd. Chattanooga, TN 37405 706-965-3000
Catherine Fulks	3200 Navajo Drive Chattanooga, TN 37411 423-402-1269	Well Point BCBS of GA 3350 Peachtree Rd. NE Atlanta, GA 30326 404-772-3426
Deanna Gilson	6920 C Northside Drive Chattanooga, TN 37421 865-456-6284	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Juan Camilo Gonzalez Guzman	1111 Carriage Parc Drive Chattanooga, TN 37421 863-558-8397	The Green Squad 1300 Premier Drive, Ste. G Chattanooga, TN 37421 423-987-1886
Becky Grudzinski	8732 Forest Pond Drive Harrison, TN 37341 423-619-4013	Cornerstone Community Bank 835 Georgia Avenue Chattanooga, TN 37402 423-385-3115
Deborah Guinn	4216 Linton Avenue Chattanooga, TN 37416 423-855-4662	Sunbelt Group, LLC. 114 Lee Parkway Drive Chattanooga, TN 37421 423-855-1234

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
APRIL 16, 2014

NAME	RESIDENCE	BUSINESS
Connie A. Hamby	904 Clay Hill Drive Soddy Daisy, TN 37379 423-580-3290	Community National Bank 10087 Dayton Pike Soddy Daisy, TN 37379 423-332-0152
Tony L. Hood	1517 Bayside Way Hixson, TN 37343 423-877-2014	T. L. Hood Construction Same Same Same
Wanda S. Jackson	104 N. Cliff Lane Chattanooga, TN 37415 423-870-5055	Hamilton County Health Dept. 921 E. 3rd Street Chattanooga, TN 37403 423-209-8027
Leslie K. Johnson	6043 Saab Drive Ooltewah, TN 37363 865-719-3941	Hamilton County Govt. 317 Oak Street Chattanooga, TN 37403 423-209-6812
Marlene Jordan	4333 Shawham Rd. Chattanooga, TN 37411 423-629-5294	N/A N/A N/A N/A
Sue Killian	6419 Harbor Master Drive Hixson, TN 37343 423-842-2801	MRI Chattanooga - Brainerd 6005 Century Oaks Dr., Ste. 400 Chattanooga, TN 37416 423-894-5500
John P. Konvalinka	80 Carriage Hills Signal Mtn., TN 37377 423-886-3251	Grant, Konvalinka & Harrison, P.C. 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400
Melissa Lemay	864 Wolf Bridge Road Graysville, TN 37338 423-305-2835	WJR Stophel, CPAS, LLC. 6716 Heritage Business Ct. Chattanooga, TN 37421 423-855-8700
Roseann M. Lobach	4615 Delashmitt Road Hixson, TN 37343 423-991-4222	HCA Grandview Medical Center 1000 Tennessee 28 Jasper, TN 37347 423-837-9500
Dennis K. Lobach	4615 Delashmitt Road Hixson, TN 37343 423-991-4221	Self Employed Same Same Same

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
APRIL 16, 2014

NAME	RESIDENCE	BUSINESS
Ivett Marquez	8616 Apison Pike Collegedale, TN 37315 423-488-6460	Collegedale Credit Union PO BOX 2098 Collegedale, TN 37315 423-396-2845
Courtney L. McMurtry	982 Lakeview Drive South Pittsburg, TN 37380 423-602-4595	Hamilton County Clerk 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-7910
Wendy Pratt	3323 Center Street Chattanooga, TN 37419 423-227-9711	Ensign Title & Escrow, Inc. 6139 Perservations Drive, Ste. 2 Chattanooga, TN 37416 423-510-0410
Ashley Nicole Price	221 Baker Street Chattanooga, TN 37405 423-313-1448	Self Employed N/A N/A N/A
A. Cristina Raley	2814 St. Lawrence Rd. Chattanooga, TN 37421 423-531-0003	Hamilton County Clerk 625 Georgia Ave., Rm. 101 Chattanooga, TN 37402 423-209-6525
Angelia Rayburn	4103 Dayton Blvd., A6 Chattanooga, TN 37415 423-710-8301	Praters, Inc. 2712 8th Avenue Chattanooga, TN 37407 423-899-8676
Tura F. Robinson	10 North Crest Road Chattanooga, TN 37404 423-255-8733	Gearhiser, Peters, Elliott and Cannon 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
Savannah Shuford	1698 Riverview Road Chattanooga, TN 37405 423-667-8408	Herman Grant Company 1100 Ashmore Avenue Chattanooga, TN 37415 423-266-6138
Tracy A. Skarzinski	6749 Cedar Ridge Lane Harrison, TN 37341 423-667-6726	Self Employed Same Same Same
Susan Tate	3232 Castle Ave., Apt. A Chattanooga, TN 37412 423-320-0982	Chattanooga First Federal Credit Union 3120 Broad Street Chattanooga, TN 37408 423-267-7621

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
APRIL 16, 2014

NAME	RESIDENCE	BUSINESS
Kim L. Wall	4446 Stonecoop Lane Signal Mtn., TN 37377 423-987-9827	Bank of America 1945 North Point Blvd. Hixson, TN 37343 423-424-1486
Lisa Wallace	514 Minnetta Lane Signal Mtn., TN 37377 423-531-6701	Erlanger Health System 975 East Third Street Chattanooga, TN 37403 423-778-2943
Janice D. White	6323 Fairest Drive Harrison, TN 37341 423-344-4687	Pediatric Healtcare 102 Jordan Drive, Ste. 103 Chattanooga, TN 37341 423-499-6212
Casey Wilson	1012 Cave Springs Rd. Hixson, TN 37343 423-635-4556	Praters Incorporated 2712 8th Avenue Chattanooga, TN 37407 423-899-8676

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-20

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD LINCOLN FOR POLICE VEHICLE EQUIPMENT AND UP-FIT INSTALLATION AMOUNTING TO $116,865.00 FOR THE SHERIFF'S 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 police vehicle equipment and up-fit installation for the Sheriff's Department; and,

WHEREAS, the bid from Mountain View Ford Lincoln was considered to be the lowest and best bid received; and,

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

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

That the bid of Mountain View Ford Lincoln for police vehicle equipment and up-fit installation amounting to $116,865.00 for the Sheriff's Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

April 16, 2014
Date

Jim M. Coppinger
County Mayor

Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

March 18, 2014

Invitation to Bid – Hamilton County

Subject: Police Vehicle Equipment and Up-fit Installation as per attached specifications.

Total Bid Price:_____.

Company Name:_____.

Company Address:_____.
Street City State

By:_____ Signature:_____.
(Print or Type Name)
Phone number:_____ Fax number:_____.

Hamilton County Business License Account Number:_____.
Expiration Date:_____.

Delivery:_____ Terms:_____.

Bid Date: April 1, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 **or mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.**
All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Vehicle Equipment & Up-Fit Installation". Proposal/Bid Number: 0314-111

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Gail B Roppo

Gail B. Roppo
Director of Purchasing

Bid#0314-111 Police Vehicle Equipment & Installation
Hamilton County, TN

SPECIFICATIONS
2014 POLICE VEHICLE EQUIPMENT AND UP-FIT INSTALLATION

Hamilton County, Tennessee is soliciting bids for equipment and up-fit installation for thirty (30) 2014 Chevy Impala Police Package Vehicles as per the following specifications.

BID SUBMISSION REQUIREMENTS:

The bidder must complete and deliver an original and one (1) copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on April 1, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid#0314-111: Police Vehicle Equipment & Installation". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY / MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

US POSTAL SERVICE (USPS) ADDRESS	COMMON CARRIER / HAND DELIVERY ADDRESS
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0314-111 Police Vehicle Equipment & Installation	Bid #0314-111 Police Vehicle Equipment & Installation
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

The following is a list of equipment for purchase and installation into Thirty (30) 2014 Chevy Impala Police Package Vehicles.

UP-FITTER REQUIREMENTS

1. The Up-Fitter must be an authorized service center for the equipment.
2. The equipment listed must be purchased and installed by the Up-Fitter to manufacturer's specification for said equipment.
3. The Up-Fitter shall provide a warranty for installation of equipment for one (1) year from date of delivery of completed vehicle and shall include all labor of the installation of equipment.

4. All equipment shall be covered by the manufacturer's warranty for said equipment.
5. The Up-Fitter must be within a **thirty-five (35) mile radius** of Hamilton County Sheriff's Office – West Annex - Motor Pool, 6233 Dayton Blvd., Hixson, TN. 37343 and have personnel on hand to handle service issues in a timely manner during regular business hours, Monday-Friday.

EQUIPMENT LIST:

ITEM#	QTY	COLOR	MFG	ITEM	INSTALL LOCATION
425-2273	90	N/A	JOTTO DESK	12v OUTLETS	CONSOLE
ITNTG44	30	DUAL	FEDERAL	INTEGRITY LIGHTBAR	ROOF
SSP2000	30	N/A	FEDERAL	SSP2000 SIREN	CONSOLE
ES100	30	N/A	FEDERAL	SIREN SPEAKER & BRACKET	BEHIND GRILL
425-6136	30	N/A	JOTTO DESK	CHEVY IMPALA CONSOLE	CENTER FRONT SEATS
425-5453	30	N/A	JOTTO DESK	COMPUTER MOUNT	CENTER FRONT SEATS
450-4035	30	N/A	JOTTO DESK	KODIAK TOUGHBOOK LOCKING TRAY	CONSOLE
450-4060	30	N/A	JOTTO DESK	KODIAK TP POWER SUPPLY	CONSOLE
PK0330IMP06SCA	30	N/A	SENTINA	6S-RP PRISONER PARTITION	BEHIND FRONT SEAT
ST0380IMP06	30	N/A	SENTINA	LOWER EXTENSION PANEL	BEHIND FRONT SEAT
WK0594IMP06	30	N/A	SENTINA	POLY WINDOW BARRIER	REAR WINDOWS

Bids should include any/all shipping cost for equipment.

Include manufacturer's warranty information. Please note any exceptions to the specifications.

CONTACTS:

Questions concerning the product specifications for Police Vehicles Equipment, Installation and Warranties should be directed to:
Sgt. Mark Williams, Hamilton County Sheriff's Office (423)209-8900 or (423)443-2573.

Questions concerning the bidding process should be directed to:
Linda Chumbler, Hamilton County Purchasing Department (423)209-6350.

Bid#0314-111 Police Vehicle Equipment & Installation
Hamilton County, TN

PRICING SHEET:

UP-FITTER REQUIREMENTS	MEETS	DOESN'T MEET	COMMENTS
The Up-Fitter must be an authorized service center for the equipment.			
The equipment listed must be purchased and installed by the Up-Fitter to manufacturer's specification for said equipment.			
The Up-Fitter shall provide a warranty for installation of equipment for one (1) year from date of delivery of completed vehicle and shall include all labor of the installation of equipment.			
All equipment shall be covered by the manufacturer's warranty for said equipment.			
The Up-Fitter must be within a thirty-five (35) mile radius of Hamilton County Sheriff's Office –West Annex-Motor Pool, 6233 Dayton Blvd., Hixson, TN 37343.			
The Up-Fitter must have personnel on hand to handle service issues in a timely manner during regular business hours, Monday-Friday			

Please answer the following questions concerning turn-around time line for completing up-fit process.

Estimated time line for receipt of equipment after ordering:_____
Turn-around time for up-fitting per vehicle:_____
How many vehicles will be up-fitted on a weekly basis:_____
Turn-around time for up-fitting all thirty vehicles:_____

Total Bid Price:_____

Company Name:_____

By:_____

Phone:_____Email:_____

Bid#0314-111 Police Vehicle Equipment & Installation
Hamilton County, TN

AUTHORIZATION TO BIND

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

_____
Authorized Signature

_____
Name of Authorized Signer (Printed or Typed)

_____
Title of Authorized Signer

_____
Firm Name

_____
Firm Address, City and Zip Code

_____
Telephone Number

_____
Fax Number

_____
Email Address

_____
Date

HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.

2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.

4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.

5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.

6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.

7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.

8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.

9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.

10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.

11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

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

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.

13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

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

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

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

    Ken Jordan, Title VI /EEO Officer
    Telephone: 423.209.6146
    Fax: 423.209.6145
    Email: TitleVI@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.

23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.

24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.

25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*

26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.

27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and statement 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.

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Log Out

Logged In as: lindac@mail.hamiltontn.gov
Role: Client

Hamilton County, Tennessee On-Line Bid Administration System

Home Solicitations Vendors Reports

Setup Events Categories Documents Questions Bidders Bids Log

Solicitation 0314-111 - Log **3/18/2014 7:41 AM Eastern**
Police Vehicle Equipment & Up-fit Installation
Bids Due Date/Time: 4/01/2014 10:30:00 AM Eastern

Visible to Vendors: Currently Visible |Hide **Bids Due:** 4/01/2014 10:30:00 AM Eastern

Message Summary | Message Detail | Document Detail

Message Summary export print Records Per Page

Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
3/18/2014 7:41:22AM	Eastern	Linda Chumbler	0314-111 - Police Vehicle Equipment & Up-fit Installation	Invitation	Please click on the above solicitation number to access bid documents.	229	0

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Please run the attached ad on March 18, 2014, in the legal notices.

LEGAL NOTICE
Bids for 2014 Police Vehicle Equipment and Up-fit Installation for thirty (30) police vehicles will be opened at 10:30 AM (ET) on April 1, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing

LEGAL NOTICE

Bids for 2014 Police Vehicle Equipment and Up-fit Installation for thirty (30) police vehicles will be opened at 10:30 AM (ET) on April 1, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing

Police Equipment & Up-fit
April 1, 2014

Sheriff's Department
10:30 a.m.

Vendors:	Mtn. View	On Duty Depot
	Ford Lincoln	
	(HC)	
Total Bid Price:	$116,865.00	$139,747.80
Delivery:	10-14 wks.	60 days
Terms:	Net 30	Net 30

Submitted a bid, but did not meet specs:
Truckers Lighthouse, Inc.

Request For Bids:	
Newspaper Ad:	3/18/2014
Vendor Notification:	229
Vendor Response:	3
Budgeted:	Capital Outlay

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-21

A RESOLUTION APPROVING THE PURCHASE OF FLU VACCINE FROM NOVARTIS, SANOFI-PASTEUR, McKESSON MED-SURG MN SUPPLY, AT STATEWIDE CONTRACT PRICING AND, IF NECESSARY, OTHER FIRMS AT THE LOWEST AND BEST AVAILABLE PRICING QUOTE FOR THE HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, State contract pricing has been quoted from the only sources, GSK, ASD, Novartis, and Sanofi-Pasteur, CSL/Merck, MedImmune, McKesson Med-Surg MN Supply and FFF Enterprises currently having FDA approved flu vaccine for the upcoming season; and

WHEREAS, the Health Department has determined that vaccine purchases from these firms and others that may offer the vaccine as the influenza season approaches may be required in order to ensure a timely and adequate supply of influenza vaccine for Hamilton County citizenry; and

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

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

That the purchase of flu vaccine from Novartis, Sanofi-Pasteur, and McKesson Med-Surg MN Supply, and other firms that subsequently offer such vaccine for the Health Department is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

April 16, 2014
Date

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-22

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A 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 TIME PERIOD JULY 1, 2014 – JUNE 30, 2015, IN AN AMOUNT NOT TO EXCEED $64,500, TO PROVIDE CASE MANAGEMENT SERVICES IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH RENAL INTERVENTION PROJECT PROTOCOL.

WHEREAS, to carry out the Department of Health's responsibility in the implementation of the Renal Intervention Project; and

WHEREAS, home visits are made to assess individuals who are diabetic and/or hypertensive; demonstrate early signs of kidney damage; and thus are at risk of developing End Stage Renal Disease (ESRD); and

WHEREAS, the STATE has agreed to provide $64,500 for the provision of these home visit services by a nurse coordinator to provide counseling and education services which will improve the clients' understanding of the disease and the disease process; and

WHEREAS, this program and service is for the health and well-being of the citizens of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the July 1, 2014 - June 30, 2015 contract period, in an amount not to exceed $64,500.

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 16, 2014
Date

GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2014	June 30, 2015	34352-65315	

Contractor Legal Entity Name	Edison Vendor ID
Chattanooga-Hamilton County Health Department	4208

Subrecipient or Vendor	CFDA #
☒ Subrecipient ☐ Vendor	

Service Caption (one line only)

Provision of Renal Intervention Project

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$64,500.00				$64,500.00
TOTAL:	**64,500.00**				**$64,500.00**

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

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

OCR USE - GG

Speed Chart (optional)	Account Code (optional)
HL00016173	71301000

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Renal Intervention Project, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES:

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

A.2. Service Definitions.

a. "RIP" means the State Renal Intervention Project.

b. "ESRD" means End Stage Renal Disease.

c. "BUN" means blood urea nitrogen.

d. "At risk" individuals are those who are diabetic and/or hypertensive and who demonstrate early signs of kidney damage as evidenced by trace or greater proteinuria, and/or elevated serum creatinines or BUN levels.

A.3. Service Goals. Provide case management services to a minimum of eighty-five (85) at risk individuals to prevent progression to ESRD.

A.4. Service Recipients. Individuals identified as at risk of developing ESRD.

A.5. Service Description. The Grantee shall identify individuals, through health department clinics, general hospital renal clinics or other general medical clinics, referrals from private physicians and other community health care providers, who are at risk of developing ESRD.

The Grantee shall assign a nurse coordinator to provide the following case management services to a minimum of eighty five (85) at risk individuals:

a. Performance of an assessment of the individual's level of understanding the disease and the disease process.

b. Performance of an assessment of the individual's needs.

c. Development of an individualized plan of care.

d. Arrangement of needed services such as those provided by a dietitian, nutritionist, and/or social worker.

e. Provision of counseling and education services which will improve the individual's understanding of the disease and the disease process, the appropriate utilization of the health care system and providers, and diet and medication regimen. Education should

also be provided concerning the need for lifestyle modifications including alcohol intake, smoking cessation, exercise, weight loss and inappropriate drug use.

f. Monitoring of individual's progress on a regular basis.

A.6. Reporting Requirements. The Grantee shall submit patient information reports on a quarterly basis to the State Renal Program Director which include, at a minimum, individual patient diagnoses; health status, e.g., blood pressure, blood glucose; medications; diet; and patient's knowledge and understanding of disease, disease process, diet, medications, and health care providers.

A.7 Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative. The State makes the final determination regarding acceptance of the work being performed under this Contract.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Four Thousand Five Hundred Dollars ($64,500.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Donna Hurst, MS, RN, Program Director
Tennessee Department of Health
Renal Disease Program
7th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Clinical Services, Renal Disease Program.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall

include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Donna Hurst, MS, RN, Program Director
Tennessee Department of Health
Renal Disease Program
7th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: donna.hurst@tn.gov
Telephone # (615) 741-5225
Fax # (615) 532-2785

The Grantee:

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

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

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

a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq*., shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103(d).

E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.10. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.11. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at http://hsaintranet.health.tn.gov/ and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER **DATE**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$45,500.00	$0.00	$45,500.00
2	Benefits & Taxes	$19,000.00	$0.00	$19,000.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$64,500.00	$0.00	$64,500.00

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

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

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES	AMOUNT
Marcy Jones, Nurse, $3,788.78 x 12 x 100%	$45,465.36
ROUNDED TOTAL	$45,500.00

STATE OF TENNESSEE

INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE		TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)
		INVOICE NUMBER
		INVOICE DATE
		INVOICE PERIOD FROM TO
FEDERAL ID#	Edison Vendor #	
CONTRACTING STATE AGENCY PROGRAM AREA	Tennessee Department of Health	CONTRACT PERIOD FROM TO
EDISON CONTRACT NUMBER OCR CONTRACT NUMBER		CONTACT PERSON/TELEPHONE NO.

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	**FOR CENTRAL OFFICE USE ONLY**
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL				

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for ☐ medical services
☐ non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title:

Date:

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title:

Date:

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title:

Date:

ATTACHMENT: 2

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab
Retain this file in blank form
Use "File Save As" to save information for a specific contract or reporting period
File Names: **Please use the following format when naming files.**
name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name
example: davidson county health MARCH 02.xls
Reporting period - the start and end dates of the quarter being reported
Reporting periods are based on the Agency's fiscal year
Grant period - the start and end dates of the contract being reported
Send a report for every quarter even if there is no activity for that quarter
Abbreviations - do not abbreviate the Agency name
Number pages using the "page_____of _____ pages" format

THE WORKSHEET IS NOT PROTECTED
do not overwrite formulas (identified by yellow shading and "0") or change formats
do not overwrite/edit shaded areas (move to the cell beyond the shading for input)
do not add (insert) lines **do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts
Use separate Schedules A & B to report contracts for each granting State agency
Use additional expense and revenue pages for more than 2 contracts
copy all lines & fields to the first blank line below the last line in column A
with the cursor at the start of the added page, use "insert" "page break" for print purposes
reset print range to cover the added page(s) and correct the page numbers
Contract Number is the State Contract Number, NOT the agency program number
Report by program within the State Contract Number within State Department
Summarize programs into totals by State Contract Number and State Department totals
Do not combine State Contract Numbers
One Funding Information Summary and one Schedule C are required from each contractor submitting reports
Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS
Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction
Do not send invoices with expense reports
If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Doug.Curry@tn.gov
e-mail filing replaces mailing forms
Mailing Address:

Doug Curry
Tennessee Department of Health
Fiscal Services
6th Floor - Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone 615-532-7115
FAX 615-741-9533

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages
On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes
Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses
Add lines 1 and 2.

Line 4 Professional Fees
Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies
Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone
Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping
Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy
Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance
Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications
Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel
Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings
Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest
Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance
Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards
Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals
Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation
Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.
Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses
Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases
Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses
Add lines 3, 19, and 20.
Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses
The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses
Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement.*

Line 24 In-Kind Expenses
In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses
The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)
Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds
Add lines 34 through 40

Line 42 Other Program Funds
Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue
Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).
The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:
Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:
This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)
Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)
This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE
In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)
This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES
Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)
The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: http://www.state.tn.us/finance/act/policyb.html

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES ____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:
Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

Schedule A, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____

Contract Number _____

Grant Period _____

Program Name _____

Service Name _____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program #		
Contract Number		
Grant Period		
Program Name		
Service Name		

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-23

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 YEARS 2014-2019 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED $1,892,000 ($378,400 PER YEAR) TO PROVIDE HELP US GROW SUCCESSFULLY (HUGS) SERVICES IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S HUGS PROGRAM GUIDELINES.

WHEREAS, to carry out the Department of Health's responsibility in the implementation of the State's HUGS Program; and

WHEREAS, services must include, but not be limited to: regular visits in the home to conduct periodic developmental, behavioral, and nutritional assessments; using the required curriculum materials to structure home visits; and

WHEREAS, the State has agreed to provide $1,892,000 for the provision of these home visit services by a HUGS Nurse and Social Workers/Social Counselors over the next 5 years; and

WHEREAS, this program and service is for the health and well-being of the citizens of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the July 1, 2014 – June 30, 2019 contract period in an amount not to exceed $1,892,000.

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 16, 2014
Date

GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2014	June 30, 2019	34360-37415	

Contractor Legal Entity Name	Edison Vendor ID
Chattanooga-Hamilton County Health Department	4208

Subrecipient or Vendor	CFDA #
☒ Subrecipient ☐ Vendor	

Service Caption (one line only)

Home-Base Care Coordination Services for At-Risk Pregnant Women and Young Children

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015			$378,400		$378,400
2016			$378,400		$378,400
2017			$378,400		$378,400
2018			$378,400		$378,400
2019			$378,400		$378,400
TOTAL:			$1,892,000		$1,892,000

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

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

OCR USE - GG

Speed Chart (optional)	Account Code (optional)
HL00007830	71301000

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision Medical and Care Coordination for Children's Special Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES:

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

A.2. Service Definitions.

a. Continuous Assessments are questionnaires completed on all active family members every six (6) months.

b. Families are defined as:

1) Prenatal - Any pregnant woman with an identified need may benefit from care coordination services and is thus eligible for services.

2) Postpartum - A new mother (with an infant from birth until one (1) year of age).

3) Infant - A child from birth to one (1) year of age.

4) Child - A young person between ages one (1) through the age of five (5) years.

c. In-home visitation means a service delivery strategy that is carried out in homes of families of children from conception to school age that provides culturally sensitive face-to-face visits by nurses, other professionals, or trained and supervised lay workers to promote positive parenting practices, enhance the socio-emotional and cognitive development of children, improve the health of the family, and empower families to be self-sufficient. (TCA-68-1-125).

d. Initial assessments are questionnaires that are completed within sixty (60) days of the date the referral was received.

e. Program codes are codes that are used for billable services, i.e., a home visit, a home visit attempt, group class or a face to face visit in a setting other than the home.

f. Program guidelines are the protocols used to implement the Help Us Grow Successfully (HUGS) program as referenced in the most recent HUGS Program Manual.

g. PTBMIS is the Patient Tracking and Billing Management Information System used to collect data and provide reports.

h. Required curriculum means the educational information used by the care coordinator for the Help Us Grow Successfully (HUGS) program. Care coordinators are expected to utilize the curriculum through teaching and interaction at all monthly visits for prenatal women and children for all applicable months.

i. The Care Coordinator is a specially-trained health worker employed by the local health department and/or non-profit organization, providing services in the home setting.

j. The Ages and Stages Questionnaire is a standardized developmental screen used for identifying possible developmental problems in children four (4) months to five (5) years of age.

A.3. Service Recipients. Families as defined in Section A.2.b.

A.4. Service Goals. The Grantee shall:

a. Improve pregnancy outcomes;

b. Improve maternal and child health and wellness;

c. Improve child development;

d. Maintain or improve family strengths.

A.5. Service Locations. Help Us Grow Successfully (HUGS) services shall be conducted in the homes of families or at locations mutually agreed upon by the Grantee and the State.

A.6. Service Description. The Grantee shall provide Help Us Grow Successfully (HUGS) Services in accordance with the program guidelines specified in the Department of Health's Help Us Grow Successfully (HUGS) manual, a copy of which has been provided to the Grantee. Services shall include, but not be limited to:

a. Provide a minimum of one (1) home-based care coordination visit per family every thirty (30) days.

b. Use the required curriculum materials to structure the visit.

c. Conduct initial and continuous assessments on each family member.

d. Use the Ages and Stages Questionnaire screening tool to conduct developmental assessments, at least as often as required in the HUGS Program Manual.

e. Use the required program codes as identified in the HUGS guidelines to document services provided to the client.

f. Enter data into PTBMIS no later than three days after the completion of assessment.

g. Provide documentation of line item monthly expenditures.

h. Adhere to the HUGS program guidelines in accordance with the manual and electronic data collection system and comply with all reporting requirements.

A.7. Service Reporting. The Grantee shall:

a. Submit an annual plan, in a format provided by the State, by July 1. The annual plan must detail the specifics outlined in the program guidelines during the Grant period and summarize progress toward accomplishing service goals.

b. Notify the HUGS Director of all personnel vacancies and/or personnel changes that occur anytime during the year.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Provide home visiting services for the HUGS Program in accordance with the most current version of the HUGS Policy Manual	A.6.a.	On-going as of start date of contract	Participating families in Hamilton County	Phone, email and face to face meetings
Enter all required data into PTBMIS	A.6.f.	No later than three days after the completion of assessments	Tennessee Department of Health	Electronic
Provide appropriate documentation of monthly expenditures	A.6.g.	Monthly	Help Us Grow Successfully Services Director	Electronically or by Mail
Submit an annual plan	A.7.a.	By July 1	Help Us Grow Successfully Services Director	Email
Submit notice of all personnel vacancies and/or personnel changes	A.7.b.	At the time the vacancy occurs, and when the position is hired	Help Us Grow Successfully Services Director	Update personnel on detail page of contract budget and email the page to HUGS Director

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract.

A.10. kidcentraltn.

a. Under the guidance of their Gatekeeper, Grantee shall create and maintain an agency program profile in the designated state services directory located at www.kidcentraltn.com. Grantee may have more than one service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

For the purposes of this section, Gatekeeper shall be the person designated by State to do the following tasks:

(1) invite Grantee to create a profile;
(2) review, approve, and publish program profiles created by Grantee; nd
(3) monitor update activity.

b. If Grantee has a website, they must link to www.kidcentraltn.com from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentral tn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentral tn logo on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. State provides the kidcentral tn logo at the following link http://tn.gov/generalserv/ba09p/. If Grantee would like to apply the full kidcentral tn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link http://tn.gov/generalserv/ba09p/.

This kidcentral tn logo requirement does not apply to materials that have already been printed or designed. This kidcentral tn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentral tn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

A.11. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b., below);

b. the Department of Health's Help Us Grow Successfully (HUGS) Manual.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2019. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Eight Hundred Ninety Two Thousand Dollars ($1,892,000). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: lynette.hicks@tn.gov

By regular mail:

Invoice Administrator
Division of Family Health and Wellness
Tennessee Department of Health
8th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Health, Division of Family Health and Wellness.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3)

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the

officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," “Lobbying,” "Nondiscrimination," “Public Accountability,” “Public Notice,” and “Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

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

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

D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the

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

D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lynette Hicks, Program Director

Help Us Grow Successfully (HUGS)
Tennessee Department of Health
Division of Family Health and Wellness
8th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
EMAIL ADDRESS: Lynette.Hicks@tn.gov
Telephone # (615) 532-8758
FAX # (615) 741-1063

The Grantee:

Rebekah Barnes, Administrator
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, TN 37403-2165
EMAIL ADDRESS: dianak@hamiltontn.gov
Telephone # (423) 209-8226
FAX # (423) 209-8156

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions

against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

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

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

a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq*., shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.10. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.11. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at http://hsaintranet.health.tn.gov/ and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM **DATE**
COMMISSIONER

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HUGS

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2019. ***Roll-Up***

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,179,500.00	$0.00	$1,179,500.00
2	Benefits & Taxes 54.43%	$642,000.00	$0.00	$642,000.00
4, 15	Professional Fee/ Grant & Award [2]	$4,000.00	$0.00	$4,000.00
5	Supplies	$7,000.00	$0.00	$7,000.00
6	Telephone	$9,000.00	$0.00	$9,000.00
7	Postage & Shipping	$1,000.00	$0.00	$1,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$49,500.00	$0.00	$49,500.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$1,892,000.00	$0.00	$1,892,000.00

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

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

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 2)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HUGS

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$235,900.00	$0.00	$235,900.00
2	Benefits & Taxes 54.43%	$128,400.00	$0.00	$128,400.00
4, 15	Professional Fee/ Grant & Award [2]	$800.00	$0.00	$800.00
5	Supplies	$1,400.00	$0.00	$1,400.00
6	Telephone	$1,800.00	$0.00	$1,800.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$9,900.00	$0.00	$9,900.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$378,400.00	$0.00	$378,400.00

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

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

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

SALARIES	AMOUNT
Cynthia Chapel, Social Counselor, $3,361.61 X 12 X 100%	$40,339.32
Maranda Clark, Social Worker, $3,330.36 X 12 X 100%	$39,964.32
Jaimee Daily, Social Worker, $3,317.86 X 12 X 100%	$39,814.32
Nellie Flanagan, Public Health Nurse, $3,672.28 X 12 X 100%	$44,067.36
Patti Gervin, Health Program Manager, $4,254.23 X 12 X 30%	$15,315.23
Janet Middlebrooks, Secretary, $2,310.01 X 12 X 50%	$13,860.06
Sherry Welsh, Social Worker, $3,548.24 X 12 X 100%	$42,578.88
ROUNDED TOTAL	**$235,900.00**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Interpreting Fee for hearing impaired clients	$800.00
TOTAL	**$800.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Travel/Training	$900.00
Local Travel	$9,000.00
TOTAL	**$9,900.00**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 4)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HUGS

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$235,900.00	$0.00	$235,900.00
2	Benefits & Taxes 54.43%	$128,400.00	$0.00	$128,400.00
4, 15	Professional Fee/ Grant & Award [2]	$800.00	$0.00	$800.00
5	Supplies	$1,400.00	$0.00	$1,400.00
6	Telephone	$1,800.00	$0.00	$1,800.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$9,900.00	$0.00	$9,900.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$378,400.00	$0.00	$378,400.00

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

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

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 5)

SALARIES	**AMOUNT**
Cynthia Chapel, Social Counselor, $3,361.61 X 12 X 100%	$40,339.32
Maranda Clark, Social Worker, $3,330.36 X 12 X 100%	$39,964.32
Jaimee Daily, Social Worker, $3,317.86 X 12 X 100%	$39,814.32
Nellie Flanagan, Public Health Nurse, $3,672.28 X 12 X 100%	$44,067.36
Patti Gervin, Health Program Manager, $4,254.23 X 12 X 30%	$15,315.23
Janet Middlebrooks, Secretary, $2,310.01 X 12 X 50%	$13,860.06
Sherry Welsh, Social Worker, $3,548.24 X 12 X 100%	$42,578.88
ROUNDED TOTAL	**$235,900.00**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Interpreting Fee for hearing impaired clients	$800.00
TOTAL	**$800.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Travel/Training	$900.00
Local Travel	$9,000.00
TOTAL	**$9,900.00**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 6)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HUGS

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$235,900.00	$0.00	$235,900.00
2	Benefits & Taxes 54.43%	$128,400.00	$0.00	$128,400.00
4, 15	Professional Fee/ Grant & Award [2]	$800.00	$0.00	$800.00
5	Supplies	$1,400.00	$0.00	$1,400.00
6	Telephone	$1,800.00	$0.00	$1,800.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$9,900.00	$0.00	$9,900.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$378,400.00	$0.00	$378,400.00

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

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

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 7)

SALARIES	**AMOUNT**
Cynthia Chapel, Social Counselor, $3,361.61 X 12 X 100%	$40,339.32
Maranda Clark, Social Worker, $3,330.36 X 12 X 100%	$39,964.32
Jaimee Daily, Social Worker, $3,317.86 X 12 X 100%	$39,814.32
Nellie Flanagan, Public Health Nurse, $3,672.28 X 12 X 100%	$44,067.36
Patti Gervin, Health Program Manager, $4,254.23 X 12 X 30%	$15,315.23
Janet Middlebrooks, Secretary, $2,310.01 X 12 X 50%	$13,860.06
Sherry Welsh, Social Worker, $3,548.24 X 12 X 100%	$42,578.88
ROUNDED TOTAL	**$235,900.00**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Interpreting Fee for hearing impaired clients	$800.00
TOTAL	**$800.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Travel/Training	$900.00
Local Travel	$9,000.00
TOTAL	**$9,900.00**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 8)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HUGS

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2017, and ending June 30, 2018.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$235,900.00	$0.00	$235,900.00
2	Benefits & Taxes 54.43%	$128,400.00	$0.00	$128,400.00
4, 15	Professional Fee/ Grant & Award [2]	$800.00	$0.00	$800.00
5	Supplies	$1,400.00	$0.00	$1,400.00
6	Telephone	$1,800.00	$0.00	$1,800.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$9,900.00	$0.00	$9,900.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$378,400.00	$0.00	$378,400.00

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

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

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 9)

SALARIES	AMOUNT
Cynthia Chapel, Social Counselor, $3,361.61 X 12 X 100%	$40,339.32
Maranda Clark, Social Worker, $3,330.36 X 12 X 100%	$39,964.32
Jaimee Daily, Social Worker, $3,317.86 X 12 X 100%	$39,814.32
Nellie Flanagan, Public Health Nurse, $3,672.28 X 12 X 100%	$44,067.36
Patti Gervin, Health Program Manager, $4,254.23 X 12 X 30%	$15,315.23
Janet Middlebrooks, Secretary, $2,310.01 X 12 X 50%	$13,860.06
Sherry Welsh, Social Worker, $3,548.24 X 12 X 100%	$42,578.88
ROUNDED TOTAL	**$235,900.00**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Interpreting Fee for hearing impaired clients	$800.00
TOTAL	**$800.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Travel/Training	$900.00
Local Travel	$9,000.00
TOTAL	**$9,900.00**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 10)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HUGS

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018, and ending June 30, 2019.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$235,900.00	$0.00	$235,900.00
2	Benefits & Taxes 54.43%	$128,400.00	$0.00	$128,400.00
4, 15	Professional Fee/ Grant & Award [2]	$800.00	$0.00	$800.00
5	Supplies	$1,400.00	$0.00	$1,400.00
6	Telephone	$1,800.00	$0.00	$1,800.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$9,900.00	$0.00	$9,900.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$378,400.00	$0.00	$378,400.00

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

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

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 11)

SALARIES	AMOUNT
Cynthia Chapel, Social Counselor, $3,361.61 X 12 X 100%	$40,339.32
Maranda Clark, Social Worker, $3,330.36 X 12 X 100%	$39,964.32
Jaimee Daily, Social Worker, $3,317.86 X 12 X 100%	$39,814.32
Nellie Flanagan, Public Health Nurse, $3,672.28 X 12 X 100%	$44,067.36
Patti Gervin, Health Program Manager, $4,254.23 X 12 X 30%	$15,315.23
Janet Middlebrooks, Secretary, $2,310.01 X 12 X 50%	$13,860.06
Sherry Welsh, Social Worker, $3,548.24 X 12 X 100%	$42,578.88
ROUNDED TOTAL	**$235,900.00**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Interpreting Fee for hearing impaired clients	$800.00
TOTAL	**$800.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Travel/Training	$900.00
Local Travel	$9,000.00
TOTAL	**$9,900.00**

STATE OF TENNESSEE

INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE		TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)
		INVOICE NUMBER
		INVOICE DATE
		INVOICE PERIOD FROM TO
FEDERAL ID#	Edison Vendor #	
CONTRACTING STATE AGENCY PROGRAM AREA	Tennessee Department of Health	CONTRACT PERIOD FROM TO
EDISON CONTRACT NUMBER OCR CONTRACT NUMBER		CONTACT PERSON/TELEPHONE NO.

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	**FOR CENTRAL OFFICE USE ONLY**
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL				

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for ☐ medical services
☐ non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title:

Date:

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title:

Date:

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title:

Date:

ATTACHMENT: 2

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab
Retain this file in blank form
Use "File Save As" to save information for a specific contract or reporting period
File Names: **Please use the following format when naming files.**
name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name
example: davidson county health MARCH 02.xls
Reporting period - the start and end dates of the quarter being reported
Reporting periods are based on the Agency's fiscal year
Grant period - the start and end dates of the contract being reported
Send a report for every quarter even if there is no activity for that quarter
Abbreviations - do not abbreviate the Agency name
Number pages using the "page_____of _____ pages" format

THE WORKSHEET IS NOT PROTECTED
do not overwrite formulas (identified by yellow shading and "0") or change formats
do not overwrite/edit shaded areas (move to the cell beyond the shading for input)
do not add (insert) lines **do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts
Use separate Schedules A & B to report contracts for each granting State agency
Use additional expense and revenue pages for more than 2 contracts
copy all lines & fields to the first blank line below the last line in column A
with the cursor at the start of the added page, use "insert" "page break" for print purposes
reset print range to cover the added page(s) and correct the page numbers
Contract Number is the State Contract Number, NOT the agency program number
Report by program within the State Contract Number within State Department
Summarize programs into totals by State Contract Number and State Department totals
Do not combine State Contract Numbers
One Funding Information Summary and one Schedule C are required from each contractor submitting reports
Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS
Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction
Do not send invoices with expense reports
If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Doug.Curry@tn.gov
e-mail filing replaces mailing forms
Mailing Address:

Doug Curry
Tennessee Department of Health
Fiscal Services
6th Floor - Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone 615-532-7115
FAX 615-741-9533

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages
On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes
Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses
Add lines 1 and 2.

Line 4 Professional Fees
Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies
Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone
Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping
Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy
Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance
Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications
Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel
Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings
Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest
Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance
Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards
Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals
Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation
Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.
Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses
Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases
Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses
Add lines 3, 19, and 20.
Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses
The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses
Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement.*

Line 24 In-Kind Expenses
In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses
The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)
Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds
Add lines 34 through 40

Line 42 Other Program Funds
Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue
Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).
The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:
Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:
This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)
Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)
This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE
In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)
This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES
Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)
The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: http://www.state.tn.us/finance/act/policyb.html

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES ____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:
Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

Schedule A, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____

Contract Number _____

Grant Period _____

Program Name _____

Service Name _____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program #		
Contract Number		
Grant Period		
Program Name		
Service Name		

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-24

A RESOLUTION ACCEPTING THE HIGHEST AND BEST BID FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES AND AUTHORIZING THE COUNTY MAYOR AND COUNTY TRUSTEE TO ENTER INTO AND EXECUTE DEEDS CONVEYING SAID PARCELS TO INDIVIDUALS LISTED HEREIN BELOW.

WHEREAS, on January 15, 2014, the Hamilton County Board of Commissioners approved Resolution No. 114-27 establishing the minimum bid amount for certain parcels of property acquired by Hamilton County through previous delinquent tax sales and authorizing the sale of said parcels at that minimum bid amount; and,

WHEREAS, said bids are equal to or above the established bid amount; and,

WHEREAS, the Hamilton County Board of Commissioners' Delinquent Tax Property Special Committee has reviewed the bids received for each parcel of such property and it is the recommendation of said Special Committee that said parcels be sold for the highest and best bid to those individuals making said bids; and,

WHEREAS, those individuals making the highest bids have paid to Hamilton County the full amount of said bid and the list showing each parcel and name of each purchaser is attached and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

That the highest bid for certain parcels of property acquired by Hamilton County through previous delinquent tax sales be accepted and that the County Mayor and County Trustee are hereby authorized to enter into and

execute deeds conveying said parcels at the sold price shown to those individuals listed, or their assigns, same being attached and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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 16, 2014

Date

HAMILTON COUNTY SOLD PROPERTY FOR MARCH 18, 2014

S=House/Building/Partial Structure
V=Vacant Lot

Type	State Tax Map No.	Approximate Address	Purchaser Name	Min. Bid	Sold Price
V	031-069	Judy Lane (unopened)	S.R. Brown	$110.00	$620
V	031-075	Judy Lane (unopened)	Johannes de Wet	$110.00	$820
V	031-109.06	Young Road (unopened)	David M. Dodd	$200.00	$5,000
V	075I-B-023	back of 1707 Lakewood Avenue	Baal & Country Houck	$100.00	$150
S	082-219.03	7316 Cline Road	Lois White Jackson	$500.00	$11,000
V	094J-B-002	8149 Lake Winds Drive	Michael G. Anderson	$200.00	$2,400
V	108M-E-010	303 Red Oak Drive	Jennifer Ann Dixon	$250.00	$930
V	111L-B-003	4800 Blk. Lone Hill Road	Anthony I. Roddy	$100.00	$180
V	112E-A-004	6412 Fairest Drive	Kenneth Leroy Patton, Sr.	$125.00	$865
V	117F-C-001 -- 008	1100 Blk. Glenhill Drive	Standard Financial Corporation	$500.00	$18,000
S	117J-A-034	173 Dal Brown Road	Matthew D. Fowler	$1,500.00	$3,600
V	117K-D-001	Sims Drive	Jeremy Ray Sims	$125.00	$738
V	117K-D-003	300 Blk. Sims Drive	Jeremy Ray Sims	$125.00	$584
S	126C-E-034	153 Goodson Avenue	Lois White Jackson	$1,700.00	$5,500
V	126F-B-017	Alden Avenue, back of 103--109	Cheryl R. Moore	$100.00	$284
V	127M-B-014	1000 Blk. Appling Street	B & B Construction	$200.00	$5,700
V	128K-C-010	4062 Glencoe Street	Yvonne D. Lemon	$350.00	$1,350
V	128O-E-010	Campbell Street (unopened)	Jeremy Ray Sims	$100.00	$6,200
V	128P-H-003	3000 Blk. Wheeler Avenue	Joe E. Marcus	$100.00	$800
V	129I-B-010	4200 Blk. Hwy 153	Johannes Jacob de Wet	$100.00	$275
V	131-008.05 & 008.06	8428 and 8434 Old Cleveland Pike	Rajesh B. Patel	$2,500.00	$4,500
V	135F-G-003.01	300 Blk. Manufacturers Road	Stephen C. Arnsdorff	$100.00	$2,600
V	136L-D-010	2017 Taylor Street	Patton Enterprise of Chattanooga, Inc	$350.00	$450
V	136L-D-014	2009 Taylor Street	Patton Enterprise of Chattanooga, Inc	$350.00	$387
S	136M-Q-015	2541 Hiwassee Street	Pilgrim Rest Baptist Church	$350.00	$4,700
V	137N-E-009	3800 Blk. Mark Twain Circle	Rajeshkumar Chaudhari	$125.00	$400
V	137O-H-021 & 022	3800 Blk. Rae Trail	Johannes Jacob de Wet	$600.00	$1,300
V	140-159	4900 Blk. Pattentown Road	Mary L. Jones	$250.00	$2,500
V	146C-C-019	1864 Newell Avenue	Clifford Lebron Rucker	$350.00	$2,500
S	146D-C-034	1109 N. Chamberlain Avenue	B & B Construction	$2,500.00	$7,600
V	146F-H-007	2109 Raulston Street	Green & Lofty LLC	$325.00	$1,600

V	146F-J-042	2119 Blackford Street	Pamela A. Brown	$225.00	$2,100
S	146F-L-034	715 Arlington Avenue	Tonia L. Boyd	$1,000.00	$9,000
S	146K-T-023	2211 Chamberlain Avenue	Green & Lofty, LLC	$1,500.00	$4,200
V	146M-H-021	216 Buena Vista Drive	Arp Rental Properties LLC	$250.00	$2,200
V	146N-P-017	2400 Blk. Kirby Avenue	Otis Lee Rumph Sr.	$175.00	$2,500
V	147F-E-020	4400 Blk. Woodmore Place	Terrence Decory Stallion	$100.00	$250
V	148J-D-001	6200 Blk. Vance Road (unopened)	John M. McDonald	$100.00	$210
V	149D-B-014	3900 Brock Road	Christina Kenyetta Reynolds	$150.00	$2,200
V	150J-C-005	8107 Cicero Trail	Michael Allen Donnelly	$225.00	$1,800
V	150P-E-036	2599 Gable Brook Drive	Edward E. Slaten, Jr.	$500.00	$7,600
V	154B-D-001	3700 Blk. Kellys Ferry Road	Arp Rental Properties, LLC	$100.00	$550
V	154J-B-016, 017, & 018	200 Blk. Wauhatchie Pike & Aster Ave	Jeremy Ray Sims	$1,000.00	$6,000
V	155C-G-008	2623 Carr Street	Rudolph B. Foster, Jr.	$250.00	$2,651
V	155M-B-018	3708 Dorris Street	Pamela Christine Davis	$125.00	$1,600
V	155M-C-004	Park Drive	Tracy Kent Wells	$150.00	$1,120
V	155N-J-020	3700 Blk. Chandler Avenue	Rev. James Bullard	$100.00	$1,038
S	156A-F-016	1800 Blk. Watauga Street	Green & Lofty LLC	$375.00	$800
S	156A-G-006	1911 S. Greenwood Avenue	James Robert Olson	$3,500.00	$54,000
V	156C-K-024	1205 Peachtree Street	Harriet Cash	$3,500.00	$8,600
S	156F-B-010	2513 E. 17th Street	Tower Construction Co.	$125.00	$500
V	156F-J-010	1915 Buckley Street	Donald Mark Feagans	$2,500.00	$6,300
S	156G-B-019	2003 S. Beech Street	Green & Lofty LLC	$350.00	$833
S	156J-C-019	2106 E. 26th Street	Julia A. Smith	$1,800.00	$3,600
S	156J-E-001	1900 E. 27th Street	Grabriela & Noah LLC	$2,500.00	$7,600
V	156J-E-012	2132 E. 27th Street	Green & Lofty LLC	$1,900.00	$5,300
S	156P-F-025	3203 Calhoun Avenue	B & B Construction	$175.00	$550
S	156P-J-003	1906 E. 31st Street Place	Johannes Jacob de Wet	$3,000.00	$7,600
V	157C-A-027	4706 Midland Pike	Lindsey Properties LLC	$1,500.00	$15,200
V	158M-B-001	1200 Blk. Gunbarrel Road	Green & Lofty LLC	$125.00	$2,100
V	167C-B-002	504 W. 42nd Street	William Gene Taylor	$150.00	$4,000
S	167C-R-022	4215 Fagan Street	Pamela Christine Davis	$125.00	$1,200
S	167D-B-003 & 004	4218 Fagan Street	Mahmood Abdullah	$1,100.00	$6,300
V	167F-D-010	109 Workman Road	Sonja Yvette Benning	$1,200.00	$7,000
V	167K-A-018	5103 Central Avenue	Green & Lofty LLC	$450.00	$1,790
V	167K-B-004	101 Lynchburg Street	Arp Rental Properties LLC	$125.00	$550
V	167K-B-010	119 Lynchburg Street	Amanda S. Greene	$125.00	$750
V	167K-B-027	100 Blk. Lynchburg Street	Arp Rental Properties LLC	$125.00	$350
V	167K-C-004	5213 Central Avenue	Fannie B. Palmer	$275.00	$1,500

V	167K-C-008	100 Blk. Bedford Avenue	C & G Development	$125.00	$650
S	167N-A-002	5300 Blk. Slayton Avenue	Arp Rental Properties LLC	$135.00	$500
V	168A-G-012	3307 4th Avenue	Sharon D. Cooley	$2,500.00	$9,000
V	168B-E-010	2311 E. 35th Street	Randall Dewayne Ledford	$125.00	$500
V	168B-L-018	3107 12th Avenue	Margaret L. Turner	$500.00	$1,100
V	168I-H-013	2606 E. 44th Street	Home Liquidators, LLC	$300.00	$458
V	168I-J-013	2500 Blk. E. 43rd Street	B & B Construction	$1,000.00	$8,600
	168P-A-003	1404 E. 47th Street	KFSR Finance LLC	$125.00	$1,400
				Subtotal	$297,183.00
Total Properties Sold: 77				Forfeits	$1,894
				Total Sale	$299,077

HAMILTON COUNTY BOARD OF EDUCATION

* S	132H-B-002	9232 Lee Highway	Jeffrey Londis	$2,201,000	$2,201,000
* S	140-014	4821 Pattentown Road	Albert P. Woodard	$50,000.00	$88,000
	* Subject to acceptance and approval by Hamilton County Board of Education			Total	$2,289,000

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-25

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE DEEDS CONVEYING HAMILTON COUNTY'S INTEREST IN CERTAIN PROPERTY ACQUIRED THROUGH A PREVIOUS DELINQUENT TAX SALE AND JOINTLY OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA.

WHEREAS, in 2013 Hamilton County and the City of Chattanooga jointly acquired properties through a delinquent tax sale; and,

WHEREAS, the City of Chattanooga has requested that Hamilton County convey its interest in said properties to the City of Chattanooga for the development and implementation of the Affordable Rental Housing Pilot, a copy of said request is attached hereto and incorporated herein by reference thereto; and,

WHEREAS, Tennessee Code Annotated 67-5-2509(d)(1) provides that Hamilton County may convey to other governmental entities property which Hamilton County has obtained through delinquent tax sales upon certification that the property is needed for a public purpose and is subject to condemnation under the power of eminent domain; and,

WHEREAS, the Hamilton County Board of Commissioners' Delinquent Tax Property Special Committee has reviewed said request and it is the recommendation of said Special Committee that the request be granted.

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

That the request made by the City of Chattanooga that Hamilton County convey its interest in jointly-owned properties, be granted pursuant to T.C.A. 67-5-2509(d)(1) and that the County Mayor is hereby authorized to execute a deed conveying Hamilton County's interest in said properties to the City of Chattanooga.

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 16, 2014

Date

City of Chattanooga
Mayor Andy Berke

March 7, 2014

Donna C. Williams
Administrator
Department of Economic and Community Development
City of Chattanooga
101 East 11th Street, Suite 200
Chattanooga, TN 37402

Mr. Paul Parker
Manager
Hamilton County Real Property Office
123 East 7th Street
Chattanooga, TN 37402

Dear Mr. Parker:

This letter serves as an official request for certain back-tax properties which you have held from the annual sale and for Hamilton County to quitclaim its interest in the properties to the City of Chattanooga. The list is attached to this correspondence.

Strong Neighborhoods is a part of Mayor Berke's comprehensive strategy to ensure that residents of all income levels have increased access to high quality, energy-efficient and affordable rental housing.

A 2012 housing study conducted by the Chattanooga-Hamilton County Regional Planning Agency (RPA) identified the increasing need for rental property in the greater Chattanooga area. A boom in the local rental market has led to rising, and in some cases, soaring rent rates.

Hot real estate markets often adversely affect low-to-moderate income households, which certainly is the case here in Chattanooga. By partnering with our local housing authority, private developers and landlords, the pilot program will create affordable housing units to address the urgent needs of low-to-moderate income households.

The Department of Economic & Community Development, in collaboration with the offices of General Services, Public Works, Transportation and Multicultural Affairs, will lead the development and implementation of the Affordable Rental Housing Pilot.

The City will utilize general fund dollars as well as HOME, CDBG and NSP program income to attract private investment; thus leveraging its resources. Each participating developer/owner will be offered (1) City-owned property (2) up to $20,000 in subsidy in the form of a federally-funded, deed-restricted grant (3) technical assistance and (4) a project-based Housing Choice voucher awarded to the City by the Chattanooga Housing Authority.

The City of Chattanooga will contract with a local service provider to teach both tenant and landlord classes, customized for the pilot program. All tenants and landlords will be required to attend these classes.

Our goal is to have thirty new and/or rehabilitated houses ready for occupancy by June of 2014.

To ensure that we do not place any undue hardship on you and your staff, especially during the annual property sale, the City will procure the services of a title company to handle all document preparation.

Please don't hesitate to contact us with any questions or concerns.

Sincerely,

Donna C. Williams

Cc: Jonathan Butler

City Property Requests from Hamilton County 2-24-2014

1.	128D G 015	4436 KINGS LAKE COURT
2.	128L D 007	4320 BENTON DRIVE
3.	128P J 007	2402 WILDER STREET
4.	136D F 004	0 BACHMAN STREET
5.	136D H 014	2111 DAISY STREET
6.	136D J 015	2513 TAYLOR STREET
7.	136E C 016	0 TAYLOR STREET
8.	136K F 035	1803 WILCOX BLVD
9.	136K G 018	1509 N ORCHARD KNOB AVE
10.	136M H 011	1501 TAYLOR STREET
11.	136M J 025	1602 ARLINGTON AVENUE
12.	136N E 011	1111 N HAWTHORNE STREET
13.	136N E 012	0 N HAWTHORNE STREET
14.	136N E 024	1001 N HAWTHORNE STREET
15.	136N J 010.01	0 WILSON STREET
16.	137A B 018.01	2905 WHEELER AVENUE
17.	137A D 016	3003 CAMPBELL STREET
18.	137A M 021	2508 TAYLOR STREET
19.	146B K 049	722 N GREENWOOD AVE
20.	146C E 002	1902 RAWLINGS STREET
21.	146C F 024	1911 RAWLINGS STREET
22.	146C M 028	0 WALKER AVENUE
23.	146C P 021	1800 JACKSON STREET
24.	146C R 007	1920 WALKER AVENUE
25.	146F K 042	607 DODSON AVENUE
26.	146O H 008	1001 S HOLLY STREET
27.	147H D 014	816 FERN STREET
28.	147H K 029	606 LEDFORD STREET
29.	155M D 015	1105 E 32ND STREET
30.	157B H 020	428 TALLEY ROAD
31.	168A K 004	3609 2ND AVENUE
32.	168G Q 003	3905 14TH AVENUE
33.	168O E 003	4804 13TH AVENUE
34.	168P A 032	1409 E 49TH STREET

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-26

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH RIVERSTREET ARCHITECTURE, LLC FOR ARCHITECTURAL DESIGN SERVICES FOR TWO NEW RESTROOM FACILITIES FOR CHESTER FROST PARK FOR AN AMOUNT NOT TO EXCEED $24,660.00.

WHEREAS, **Riverstreet Architecture will provide architectural design services for two restroom facilities at Chester Frost Park; and,**

WHEREAS, **the total amount of the architectural design services of the contract shall not exceed $24,600.00 without approval by the County Commission; and,**

WHEREAS, **the amount will be paid out of bond funds.**

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

That the County Mayor is authorized to enter into and execute an agreement with Riverstreet Architecture to provide architectural design services for two new restroom facilities at Chester Frost Park for an amount to exceed $24,660.00.

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 16, 2014
Date

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-27

A RESOLUTION ACCEPTING THE BID OF EVS EMERGENCY VEHICLE SPECIALIST FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 17, 2014, THROUGH APRIL 16, 2015, 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 to the requisitioning department.

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, 2014, through April 16, 2015, 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 16, 2014
Date

Jim M. Coppinger
County Mayor

Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

February 26, 2014

Invitation to Bid – Hamilton County

Subject: One (1) year contract pricing for EMS Protective Clothing as per attached specifications.

Company Name:_____.

Company Address:_____.
Street City State

By:_____Signature:_____.
(Print or Type Name)
Phone number:_____Fax number:_____.

Hamilton County Business License Account Number:_____.
Expiration Date:_____.

Delivery:_____Terms:_____.

Bid Date: March 11, 2014
Bid Opening: 11:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 **or mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.**
All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "EMS Protective Clothing".
Proposal/Bid Number: 0214-105

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Gail B. Roppo
Director of Purchasing

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. Minimum ten (10) complete 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 11:30 a.m. (ET) on March 11, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0214-105: 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: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

US POSTAL SERVICE (USPS) ADDRESS	COMMON CARRIER / HAND DELIVERY ADDRESS
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 0214-105: (1)year contract unit pricing for EMS Protective Clothing	Bid # 0214-105: (1)year contract unit pricing for EMS Protective Clothing
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	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 Lt. 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 American Firewear EZ5000T 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 9.5 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 <u>NO SUBSTITUTION ALLOWED</u>.

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, Title VI /EEO Officer
    Telephone: 423.209.6146
    Fax: 423.209.6145
    Email: TitleVI@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.

23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.

24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.

25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*

26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.

27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and statement 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.

| Technical Support | FAQ | Help

Hamilton County, Tennessee On-Line Bid Administration System

Log Out

Logged in as: lindac@mail.hamiltontn.gov
Role: Client

Home Solicitations Vendors Reports

Setup Events Categories Documents Questions Bidders Bids Log

Solicitation 0214-105 - Log **2/26/2014 8:02 AM Eastern**
EMS Protective Clothing Contract
Bids Due Date/Time: 3/11/2014 11:30:00 AM Eastern

Visible to Vendors: Currently Hidden |Show **Bids Due:** 3/11/2014 11:30:00 AM Eastern

Message Summary | Message Detail | Document Detail

Message Summary export print Records Per Page

Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
2/26/2014 8:02:41AM	Eastern	Linda Chumbler	0214-105 - EMS Protective Clothing Contract	Invitation	Please click on the above solicition number to access bid documents.	421	0

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

Please run the attached ad on February 26, 2014, in the legal notices.

LEGAL NOTICE
Bids for one (1) year contract pricing for EMS Protective Clothing will be opened at 11:30 AM (ET) on March 11, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing

LEGAL NOTICE

Bids for one (1) year contract pricing for EMS Protective Clothing will be opened at 11:30 AM (ET) on March 11, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing

Protective Clothing
March 11, 2014
Bid# 0214-105

Emergency Medical Services
11:30 A.M.

Vendors:	EVS Emergency Vehicle Specialist	Henry Schein Inc.	GT Distributors of GA, Inc.
Jumpsuit:	$348.00*	N/B	N/B
Extrication Glove:	$40.95	$39.53	$46.74
Helmet:	$134.58	N/B	N/B
Delivery:	4 wks. ARO	2 days	30 days
Terms:	Net 30	Net 30	Net 30

*Add $13.00 for 2XL
Add $13.00 for 3XL-5XL
Leg length incur additional charges

Request For Bids:	
Newspaper Ad:	2/26/2014
Vendor Notification:	421
Vendor Response:	3
Budgeted:	Capital Outlay

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-28

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO APPLY TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND ACCEPT A LITTER PREVENTION AND TRASH COLLECTION GRANT IN THE AMOUNT OF $108,900 WITH A CONTRACT PERIOD BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015.

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

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

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

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

The County Mayor is hereby authorized to apply for, accept, and sign a contract With the Tennessee Department of Transportation for a grant in the amount of $108,900 to provide litter and trash collection throughout Hamilton County With a contract period beginning July 1, 2014 and ending June 30, 2015.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

April 16, 2014
Date

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-29

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO APPLY TO THE TENNESSEE DEPARTMENT OF CORRECTION AND ACCEPT A GRANT IN THE AMOUNT OF $976,218 FOR CONTINUATION OF THE HAMILTON COUNTY FELONY COMMUNITY CORRECTIONS PROGRAM WITH A CONTRACT PERIOD BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2017

WHEREAS, Hamilton County will apply to TDOC for a grant in the amount of $976,218 for a sentencing alternative for nonviolent felony offenders; and,

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

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

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

The County Mayor is hereby authorized to apply for, accept, sign a contract and all subsequent amendments with the Tennessee Department of Correction for a grant in the amount of $976,218 for the continuation of the Hamilton County Felony Community Corrections Program with a contract period beginning July 1, 2014 and ending June 30, 2017.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

April 16, 2014

Date

STATE OF TENNESSEE
Hamilton County

April 16, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 414-30

A RESOLUTION ACCEPTING THE BID OF BODY ARMOR OUTLET FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING APRIL 17, 2014, THROUGH APRIL 16, 2015, 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 Body Armor Outlet was considered to be the lowest and best bid received; and,

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

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

That the bid of Body Armor Outlet for one (1) year contract pricing, beginning April 17, 2014, through April 16, 2015, 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 16, 2014
Date

Jim M. Coppinger
County Mayor

Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

February 26, 2014

Invitation to Bid – Hamilton County

Subject: One (1) year contract pricing for Soft Body Armor Level IIIA as per attached specifications.

Company Name:_____.

Company Address:_____.
Street City State

By:_____ Signature:_____.
(Print or Type Name)
Phone number:_____ Fax number:_____.

Hamilton County Business License Account Number:_____.
Expiration Date:_____.

Delivery:_____ Terms:_____.

Bid Date: March 11, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 **or mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.**
All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Soft Body Armor".
Proposal/Bid Number: 0214-103

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Gail B. Roppo
Director of Purchasing

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 10:30 a.m. (ET) on March 11, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0214-103: 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: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

US POSTAL SERVICE (USPS) ADDRESS	COMMON CARRIER / HAND DELIVERY ADDRESS
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 0214-103: (1)year contract unit pricing for Soft Body Armor	Bid # 0214-103: (1)year contract unit pricing for Soft Body Armor
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	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 Lt. 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 0101.04 or successor will be considered.

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 0101.04. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. NIJ-STD-0101.04 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. 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.

Bid# 0214-103 Level IIIA Soft Body Armor
Hamilton County, Tennessee

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:_____

Bid# 0214-103 Level IIIA Soft Body Armor
Hamilton County, Tennessee

AUTHORIZATION TO BIND

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

_____
Authorized Signature

_____
Name of Authorized Signer (Printed or Typed)

_____
Title of Authorized Signer

_____
Firm Name

_____
Firm Address, City and Zip Code

_____
Telephone Number

_____
Fax Number

_____
Email Address

_____
Date

HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.

2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.

4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.

5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.

6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.

7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.

8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.

9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.

10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.

11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

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

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.

13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

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

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

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

    Ken Jordan, Title VI /EEO Officer
    Telephone: 423.209.6146
    Fax: 423.209.6145
    Email: TitleVI@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.

23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.

24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.

25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*

26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.

27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and statement 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.

Technical Support | FAQ | Help

Hamilton County, Tennessee On-Line Bid Administration System

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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

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Setup Events Categories Documents Questions Bidders Bids Log

Solicitation 0214-103 - Log
Soft Body Armor Contract
Bids Due Date/Time: 3/11/2014 10:30:00 AM Eastern

2/26/2014 7:41 AM Eastern

Visible to Vendors: Currently Visible |Hide

Bids Due: 3/11/2014 10:30:00 AM Eastern

Message Summary | Message Detail | Document Detail

Message Summary export print Records Per Page

Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
2/26/2014 7:40:54AM	Eastern	Linda Chumbler	0214-103 - Soft Body Armor Contract	Invitation	Please click on the above solicitation number to access bid documents.	364	14

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

Please run the attached ad on February 26, 2014, in the legal notices.

LEGAL NOTICE
Bids for Level IIIA Soft Body Armor will be opened at 10:30 AM (ET) on March 11, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing

LEGAL NOTICE

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Hamilton County,
Gail B. Roppo
Director of Purchasing

Soft Body Armor Contract
March 11, 2014
Bid# 0214-103

Emergency Medical Services
10:30 A.M.

Vendors:	Body Armor Outlet	Apparel Sewn Right dba/ ASR, Inc. (HC)	SRT Supply Inc.	Craig's Firearm Supply, Inc.	Modern Firearms (HC)	Blackfox Tactical	Bob Barker Company Inc.	Accurate Law Enforcement	Craig's Firearm Supply Inc. Alternate	NAFECO Inc.	GT Distributors Inc.
Body Armor:	$386.56	$449.00	$455.00	$500.00	$529.00	$565.00	$567.00	$569.00	$585.93	$669.00	$714.70
Body Armor External Carrier:	$111.56	$109.00	$112.00	$99.25	$119.00	$77.00	$156.86	$177.00	$99.25	$135.00	$164.70
Body Armor Internal Carrier:	$65.00	$55.00	N/B	$61.00	$65.00	$167.00	N/B	$64.90	$61.00	$84.00	$68.50
Delivery:	45 days	45 days	30 days ARO	45 days	45 days	6 weeks	21-30 days	30 days	45 days	6 wks ARO	45 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	2/26/2014
Vendor Notification:	364
Vendor Response:	11
Budgeted:	Capital Outlay