

Hamilton County Board of County Commissioners

May 07, 2014

AGENDA

ROLL CALL

INVOCATION - Commissioner Fields

PLEDGE TO THE FLAG - Commissioner Fields

- Presentation Gold Star Mothers - Mayor Coppinger - May 7, 2014 - Commission Meeting
- Presentation Honoring Sheriff Officers and Correction Officers
- Presentation Honoring Chandler Custer for Outstanding Achievements - Commissioner Beck - Commission Meeting - May 7, 2014
- Minutes Recessed Meeting Minutes - April 9, 2014
- Minutes Agenda Session Minutes - April 9, 2014
- Minutes Recessed Meeting Minutes - April 16, 2014
- Minutes Commission Meeting Minutes - April 16, 2014
- Res. No. 514-1 A Resolution to approve and accept applications for notary public positions and oaths of Deputy Sheriffs.
- Report Trustee Excess Fee Report - March 2014
- Report Trustee Monthly Report - March 2014
- Report Juvenile Court Reports
- Report Bakewell Utility District Appointments
- Res. No. 514-2 A Resolution to appoint one (1) member and to reappoint (1) member to the Chattanooga Hamilton County Regional Health Council for four (4) year terms beginning May 7, 2014 and ending May 7, 2018.
- Res. No. 514-3 A Resolution to appoint one (1) member to the Hamilton County Health & Safety Board for a term beginning May 1, 2014, and ending May 1, 2016.
- Res. No. 514-4 A Resolution accepting an amended State of Tennessee, Governor's Highway Safety Office grant for the "Remove Intoxicated and Impaired Drivers" Project with a term ending September 30, 2014 and amending the Sheriff's office operating budget by adding an additional \$100,000 to revenues and expenditures.
- Res. No. 514-5 A Resolution approving the purchase of eight (8) Vision Mobile Law Vehicle Workstation software licenses amounting to \$15,687.28 from TriTech Software Systems for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 514-6 A Resolution accepting the bid of School Nurse Supply, Inc. for four (4) PediaVision screeners amounting to \$28,220.00 for the Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 514-7 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health in the amount of \$189,000 (\$63,000 per year) to provide services of the Tennessee Breast and Cervical Cancer Early Detection program to eligible women in Hamilton County for a time period of July 1, 2014 through June 30, 2017.
- Res. No. 514-8 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a contract amendment with the Tennessee Department of Health in the amount of \$416,700 to provide Sexually Transmitted Disease and HIV Education, Prevention and Control Services in Hamilton County, for a time period of January 1, 2014 through December 31, 2014 and reduce the expense and revenue budgets by \$45,900.

- Res. No. 514-9 A Resolution accepting an additional \$21,250 in TennCare/Medicaid Electronic Health record provider incentive program money increasing both revenues and expenses by said amount in the Health Department's Records Management budget - 103570.
- Res. No. 514-10 A Resolution to authorize the County Mayor to execute a contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department for the provision of Health Promotion Services using funds from the State of Tennessee, Department of Health in the amount not to exceed \$121,700 for the period beginning July 1, 2014 ending June 30, 2015.
- Res. No. 514-11 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of March 1, 2014, through March 31, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 514-12 A Resolution to waive the Purchasing Rules and authorize the County Mayor to transfer a commercial grade washing machine to the Humane Educational Society (HES) of Chattanooga.
- Res. No. 514-13 A Resolution accepting the bids of Guardian EMS Products, Bound Tree Medical, LLC and Physio-Control, Inc. for one (1) year contract pricing, beginning May 7, 2014, through May 6, 2015, for medical supplies for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 514-14 A Resolution to amend the "Master List of Roads and Speed Limits" so as to change the roadway name for the following district road: Chen Lane to Jed Lane. (3)
- Res. No. 514-15 A Resolution authorizing the County Mayor to enter into and execute an "Offer to Purchase" relative to a portion of Lot 1 of the Centre South Riverport/Industrial Park and authorizing the County Mayor to execute a deed and other necessary closing documents conveying said property to the purchaser listed hereinbelow upon payment of the sale price by the purchaser.
- Res. No. 514-16 A Resolution approving the purchase of one (1) projector and installation amounting to \$4,206.01 from Blue Water Technologies 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
APRIL 9, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) April 9, 2014

BE IT REMEMBERED, that on this 9th day of April, 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 Beck welcomed Pastor Travis Sharpe, GraceBridge Church, who gave the invocation. Commissioner Beck led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
APRIL 9, 2014**

RESOLUTION NO. 414-31 A RESOLUTION APPROVING THE ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, TENNESSEE, AND THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY (“ERLANGER”) FOR THE PURPOSE OF ALLOWING ERLANGER TO PARTICIPATE IN THE STATE OF TENNESSEE 'S PUBLIC HOSPITAL SUPPLEMENTAL PAYMENT POOL (“PHSPP”) FOR THE PROVIDING OF HEALTH SERVICES TO TENNCARE ENROLLEES AND UNINSURED PATIENTS.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 414-31. The motion was not voted on at this time.

Upon questioning by Commissioner Graham, Attorney Taylor indicated that all legal matters related to this item had been addressed.

Commissioner Graham stated his support of the Resolution, indicating the great benefit it would be to the community. He expressed his appreciation to Mayor Copping for bringing it before the Commission for consideration.

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,

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
APRIL 9, 2014**

“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.

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 9, 2014**

PRESENTATION – SIGNAL MOUNTAIN HIGH SCHOOL – LEO CLUB

Commissioner Fields presented Certificates of Appreciation to the Signal Mountain High School's LEO (Leadership, Experience, and Opportunity) Club, for providing youth an opportunity to develop and contribute to the local community. It was noted that the LEO Club had been a sponsored affiliation of the Lions Club for over 50 years. There were currently 84 members who had contributed more than 730 service hours this year.

Commissioner Fields welcomed LEO Club liason Alicea Michelle and Signal Mountain Middle/High School Assistant Principal Jamison Griffin who were in attendance.

LEO Club President Robert Stilts introduced members of the club who were also in the audience for today's presentation.

Mayor Coppinger expressed his appreciation to those involved with the club for their commitment to the community.

Assistant Principal Griffin thanked the Commission on behalf of the group for today's recognition.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 9, 2014**

COMMITTEE ASSIGNMENTS

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

- Resolution No. 414-19 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- A Three Star Compliance Report would be submitted as a matter of record.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolutions No. 414-20 through 414-30 were assigned to the Finance Committee, chaired by Commissioner Graham.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Henry, Mayor Coppinger, and Chairman Skillern spoke regarding today's adoption of Resolution No. 414-31, which entered into an Interlocal Agreement with the Chattanooga-Hamilton County Hospital Authority for the purpose of allowing Erlanger Hospital to participate in the State of Tennessee's Public Hospital Supplemental Payment Pool ("PHSPP"). Each expressed their support of this program and the benefits it would provide to the County.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 9, 2014**

DELEGATIONS

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
APRIL 16, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) April 16, 2014

BE IT REMEMBERED, that on this 16th day of April, 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 Beck welcomed Pastor Tim Tinsley, First Presbyterian Church, who gave the invocation. Commissioner Beck led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
APRIL 16, 2014**

RESOLUTION NO. 414-32 A RESOLUTION TO REAPPOINT ONE MEMBER AND APPOINT TWO MEMBERS TO THE HAMILTON COUNTY BOARD OF EQUALIZATION FOR TWO (2) YEAR TERMS BEGINNING MAY 7, 2014 AND ENDING MAY 7, 2016.

Chairman Skillern reported that this Resolution had been submitted as a late item for the Commission's consideration. He noted that the Resolution had been submitted today and needed to be considered before May 1st. He stated that this item could be voted on today or at a Recessed Meeting on Wednesday, April 30, 2014, depending on the desire of the Commission.

Commissioner Graham stated that he personally knew two of the three individuals being considered for appointment. He expressed his intent to support this Resolution.

Commissioner Boyd stated that he was still awaiting additional information as to who the East Ridge representative was on this board. He stated a desire to vote on this item after all information had been received.

Chairman Skillern stated his intent to recess today's regularly scheduled meeting to April 30, 2014 for consideration of this and any other business to come before the

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
APRIL 16, 2014**

Commission. Without objection Resolution No. 414-32 was deferred to the
aforementioned recessed meeting.

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Regular Meeting
April 16, 2014

BE IT REMEMBERED, that on this 16th 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 16, 2014**

APPROVAL OF MINUTES

ON MOTION of Commissioner Henry, seconded by Commissioner Fields, that the minutes of the Recessed Meeting of March 26, 2014, the Agenda Preparation Session of March 26, 2014, and the Regular Meeting of April 2, 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. 414-19 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

Chairman Skillern asked for a motion.

ON MOTION of Commissioner Fields, seconded by Commissioner Henry, to adopt Resolution No. 414-19. 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";

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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 DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of April 14, 2014.

THREESTAR

Mayor Coppinger submitted for the record a letter reflecting Hamilton County's compliance with the ThreeStar Program.

Chairman Skillern asked that Resolutions No. 414-20 through 414-23 be considered together at this time.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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

**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.**

**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.**

**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**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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.

Commissioner Graham provided details regarding Resolution No. 414-20 through 414-23 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 414-20 through 414-23. 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. 414-24 through 414-26 be considered together at this time.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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.

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.

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.

Commissioner Graham provided details regarding Resolution No. 414-24 through 414-26 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 414-24 through 414-26. The foregoing Resolutions were

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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. 414-27 through 414-30 be considered together at this time.

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.

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.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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.

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.

Commissioner Graham provided details regarding Resolution No. 414-27 through 414-30 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Henry, to adopt Resolution No. 414-27 through 414-30. 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";

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Members of the Commission and Mayor Coppinger wished everyone a safe and happy Easter holiday weekend.

Commissioner Haynes reported that today was the first day of early voting for the County Primary Election. He encouraged everyone to vote. Several other members of the Commission expressed the same.

Commissioner Graham and Chairman Skillern wished a happy birthday to Legislative Administrator Patricia Moore.

Mayor Coppinger made comments relating to a billboard in several locations throughout the County offering free testing for gonorrhea. He pointed out that the billboard depicted an African-American male. He expressed that the disease was not common to one specific demographic. He stated that the campaign was a State

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

campaign rather than a County campaign, although the sign listed the Hamilton County Health Department's phone number as a contact for testing.

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning.

County Trustee Bill Hullander addressed the Commission to report that his office recently submitted \$7,300,000 in excess fees to the County. He stated this was the first time in history that the Trustee's office had remitted over \$7,000,000. He noted that this increase was partially due to new services offered, such as collecting sanitation fees for certain municipalities.

Mayor Coppinger expressed his appreciation to County Clerk Knowles for also submitting excess fees to the County. He stated that fees from Constitutional offices have a significant positive impact on County's finances.

Upon request by Mayor Coppinger, Clerk Knowles elaborated on excess fees remitted by his office. He reported that over \$12,000,000 in excess fees have been turned over to County General Government since he assumed office, and that remittances for the current fiscal year totaled over \$1,700,000.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

Chairman Skillern commended Clerk Knowles for actively seeking extra work from trucking firms with offices or depots in Tennessee that qualify for Tennessee's permanent semi-trailer plates and other title related applications. Knowles stated that some Clerk offices do not accommodate the quantity of trucking applications that his office is willing to accept and quickly process.

Commissioner Beck, Commissioner Henry, and Chairman Skillern expressed appreciation to Trustee Hullander and Clerk Knowles for their diligent work for the citizens of Hamilton County.

Rick Carpenter, a resident at 3119 Chicalilly Avenue, who has addressed the Commission many times, relating to his problem with the Hamilton County Water and Wastewater Treatment Authority (WWTA), approached the podium. He stated that the County Attorney has not responded to his earlier public inquiry into the County's compliance with the Coinage Act of 1965.

Attorney Taylor noted that a lawsuit had been filed by the WWTA Board against Mr. Carpenter. He stated that he could not give legal advice relating to a matter currently in court. He recommended that Mr. Carpenter retain an attorney to represent him during this process.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 16, 2014**

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials



Hamilton County Board of Commissioners RESOLUTION

No. 514-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATHS OF DEPUTY SHERIFFS.

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

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

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

1. That the persons named on the listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the persons named on the listing labeled **OATHS OF DEPUTY SHERIFFS** are accepted and the oaths therefor are approved as taken; and
3. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MAY 7, 2014

NAME	RESIDENCE	BUSINESS
Jillian Alexander-Hollis	4145 Ringgold Rd., Apt. 55F East Ridge, TN 37412 423-227-4769	Summers & Wyatt, P.C. 735 Broad St., Ste. 800 Chattanooga, TN 37402 423-265-2385
Melinda Birchfield	1219 Durham Drive Chattanooga, TN 37421 423-432-4612	RFS Services, LLC 1510 Maxwell Rd., #91186 East Ridge, TN 37412 423-994-7550
Johnie P. Bischell	2033 Oak Street Signal Mtn., TN 37377 423-886-5014	Signal Mtn. Church of Christ 960 Ridgeway Avenue Signal Mtn., TN 37377 423-886-1290
Kelli L. Black	9558 Hastings Way Ooltewah, TN 37363 423-635-0841	Self-Employed 707 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-266-4100
Gwendolyn W. Blackmon	3015 St. Paul Street Chattanooga, TN 37404 423-505-6443	River City Mart & Beauty Supply 3201 Wilcox Blvd. Chattanooga, TN 37411 423-760-0338
Susan Bollinger	7717 Diamondhead Drive Ooltewah, TN 37363 423-344-1818	Hamilton County Dept. of Ed. 4850 Jersey Pike Chattanooga, TN 37416 423-855-2605
John Briley	2956 Landmark Ct. Cleveland, TN 37312 864-787-5880	Suntrust Bank 1051 Ashland Terrace Chattanooga, TN 37415 423-875-4296
Erin K. Brown	309 Sweetland Drive Chattanooga, TN 37415 334-791-8493	U.T.C. 615 McCallie Ave., Dept. 5155 Chattanooga, TN 37403 423-425-4416
Angie Burgess	95 Richard Drive Ringgold, GA 30736 706-861-2616	Cornerstone Community Bank 6401 Lee Hwy., Ste. 119 Chattanooga, TN 37421 423-385-3000
Pat Chauncey	10126 Lewis Road Soddy Daisy, TN 37379 423-332-9461	M.B.M.H.I. 100 Moccasin Bend Road Chattanooga, TN 37405 423-265-2271

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MAY 7, 2014

NAME	RESIDENCE	BUSINESS
Lisa C. Crutchfield	179 Deer Haven Road Graysville, TN 37338 423-667-4772	T.V.A. 1101 Market St., B.R. 4B-C Chattanooga, TN 37402 423-751-3077
John Davis	1361 N. Concrod Road Chattanooga, TN 37421 423-240-7689	A.B.F. 3090 S. Orchard Knob Ave. Chattanooga, TN 37407 423-622-4574
Jodi A. Downs	8399 Lexie Lane Ooltewah, TN 37363 423-598-6598	Franklin, Cooper & Marcus, PLLC 837 Fortwood Street Chattanooga, TN 37403 423-756-3596
J. Earl	92 Krupski Loop Lookout Mountain, TN 30750 423-802-8903	North Shore Fellowship 118 Woodland Avenue Chattanooga, TN 37405 423-266-3757
Minister Jeffery E. Evans	3805 Woodbrook Drive Chattanooga, TN 37406 423-580-1335	N/A N/A N/A N/A
Ronald I. Feldman	3836 Kings Road Chattanooga, TN 37416 423-892-5420	Husch Blackwell, LLP 736 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-266-5500
Kristy Fields	2206 Red Tail Lane Chattanooga, TN 37421 423-320-2595	Erlanger Hospital 975 E. 3rd Street Chattanooga, TN 37403 423-778-7604
Robin R. Flores	4110 A Brainerd Rd. Chattanooga, TN 37411 423-364-9839	Self Employed Atty. N/A N/A N/A
Berkley Gaillard	4220 Tacoma Avenue Chattanooga, TN 37415 865-385-0874	Trust Federal Credit Union 7386 Applegate Lane Chattanooga, TN 37421 423-870-7610
Linda Goddard	8109 Gatehouse Xing Chattanooga, TN 37421 423-892-1159	InfoSystems, Inc. 1317 Hickory Valley Rd. Chattanooga, TN 37421 423-624-6551

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MAY 7, 2014

NAME	RESIDENCE	BUSINESS
Chris Gooden	1986 Plymouth Lane Chattanooga, TN 37421 865-684-6109	Williams Motor Company 4300 Rossville Blvd. Chattanooga, TN 37407 423-867-1965
Gina Gramont	2134 S. Shore Acres Road Soddy Daisy, TN 37379 423-451-0855	Miller & Martin, PLLC 832 Georgia Avenue, Ste. 1000 Chattanooga, TN 37402 423-785-8287
Teresa D. Gravitt	168 Mason Lane Rossville, GA 30741 423-987-3345	Juvenile Ct. Child Support Div. 1221 E. Main Street Chattanooga, TN 37408 423-209-5962
Robert M. Griffin	792 Mayflower Road Sale Creek, TN 37373 423-451-9848	Hamilton Co. Criminal Ct. 600 Market Street Chattanooga, TN 37402 423-209-7509
J. Hancock	7759 Lasata Lane Harrison, TN 37341 423-309-4262	Southeast Eye Specialists 7268 Jarnigan Rd., Ste. 200 Chattanooga, TN 37421 423-508-7337
Rebecca K. Herrin	5750 Lake Resort Dr., Apt. G123 Chattanooga, TN 37415 423-710-1225	B.B. & T. 6501 Ringgold Road Chattanooga, TN 37412 423-894-0440
J. L. Hughes	45 N. Lakeshore Drive Ringgold, GA 30736 423-488-2199	Marina Pointe 5750 Lake Resort Drive Chattanooga, TN 37415 423-877-3773
David Johnson	9039 Greystone Valley Dr. Ooltewah, TN 37363 423-827-6102	Southeast TN Dev. District 1000 Riverfront Pkwy. Chattanooga, TN 37402 423-424-4260
Melissa D. Johnson	2715 Windthrush Drive Chattanooga, TN 37421 423-991-9241	Campbell and Campbell 735 Broad St., Ste. 1200 Chattanooga, TN 37402 423-266-1108
Brenda D. Jones	315 Pine Ridge Road Chattanooga, TN 37405 423-756-7920	Hamilton County Juvenile Ct. 1600 E. Third Street Chattanooga, TN 37404 423-209-5152

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 7, 2014**

NAME	RESIDENCE	BUSINESS
Laura E. F. Knight	6422 Point Pleasant Road Hixson, TN 37343 423-843-0038	Morgan Stanley 820 Borad St., 1st. Floor Chattanooga, TN 37402 423-752-4720
Lamar Kolwyck	57 Fay Circle Ringgold, GA 30736 423-593-2138	B & B Plbg. & Htg., Inc. 501 National Avenue Chattanooga, TN 37404 423-622-0405
Vickie J. Lawson	3107 Berkley Drive Chattanooga, TN 37415 423-402-1813	Allcare Health Services 1360 Highland Road Chattanooga, TN 37415 423-876-5251
Pat Little	5158 Mt. Olivet Road Cohutta, GA 30710 706-694-8398	Realty Title & Escrow Services 1201 Market Street Cahttanooga, TN 37402 423-267-2336
Jewell Lusk	5873 Lake Resort Terrace E202 Chattanooga, TN 37415 423-870-9462	Bobcat of Chattanooga 4288 Bonny Oaks Drive Chattanooga, TN 37406 423-698-4679
Diane McCarley	9410 Cathowken Drive Chattanooga, TN 37421 423-899-5662	P.D.M. Engineering Associates Same Same 423-667-5294
Joy Meek	200 Manufacturers Rd., #408 Chattanooga, TN 37405 423-290-1721	Leitner, Williams, et al 801 Broad Street Chattanooga, TN 37402 423-265-0214
Beverly L. Middleton	3606 Wimberly Lane Chattanooga, TN 37412 423-698-1983	Miller & Martin, PLLC 832 Georgia Avenue Chattanooga, TN 37402 423-756-6600
Joy Miller	9866 Field Crest Drive Apison, TN 37302 423-593-7577	The Allergy & Asthma Group 1720 Gunbarrel Rd., Ste. 400 Chattanooga, TN 37421 423-499-4100
Corine C. Murphy, MBA	3808 Wachula Street Chattanooga, TN 37406 423-622-8150	Blue Cross Blue Shield of TN 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-8311

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MAY 7, 2014**

NAME	RESIDENCE	BUSINESS
D. M. Norman	5611 River Glade Drive Chattanooga, TN 37416 423-305-0371	Beyob, Inc. 3074 Relecting Drive Chattanooga, TN 37415 423-756-7602
Brittney Officer	624 N. Greenwood Avenue Chattanooga, TN 37404 423-504-3316	State Farm Insurance 1515 Gunbarrel Rd., Ste. 123 Chattanooga, TN 37421 423-698-2403
Kimberly Olinger	1007 Hurst Street East Ridge, TN 37412 423-316-6785	CBL & Associates, Inc. 2030 Hamilton Place Blvd. Chattanooga, TN 37421 423-490-8313
Lindsey Parrish	1908 Greendale Dr. N.E. Cleveland, TN 37323 423-598-2528	Hamilton Cty. Gov.-Human Res. 117 East 7th St. Chattanooga, TN 37402 423-209-6120
Megan Pettigrew	217 E. Huntington Rd. Rossville, GA 30741 423-667-6439	Williams Motor Company 4300 Rossville Blvd. Chattanooga, TN 37407 423-867-1965
Jill Price	2311 Ashmore Avenue Chattanooga, TN 37415 423-463-8132	Marine Max 201 Riverfront Pkwy. Chattanooga, TN 37402 423-266-1316
Laura Mae Rankin	1303 Sewanee Drive East Ridge, TN 37412 423-394-7824	Baker, Donelson, Bearman, et al 633 Chestnut Street Chattanooga, TN 37450 423-209-4251
L. Renfro	385 County Road 308 Bryant, AL 35958 256-605-2209	Mtn. View Ford 301 E. 20th Street Chattanooga, TN 37408 423-756-1331
Tara Ridge	1421 Cloverdale Cir., Apt. 510 Hixson, TN 37343 423-605-6712	Trust Federal Credit Union 7386 Applegate Lane Chattanooga, TN 37421 423-870-7610
Henry Rolleston	17 Majestic Oaks Dr. Signal Mountain, TN 37377 423-886-0069	Kingwood Pharmacy 3624 Ringgold Road Chattanooga, TN 37412 423-629-1434

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MAY 7, 2014

NAME	RESIDENCE	BUSINESS
Norman E. Sabin	1105 Central Drive Hixson, TN 37343 423-531-8102	Sabin & Associates, PLLC P.O. Box 2079 Hixson, TN 37343 423-648-9829
John A. Santero	3206 Campbell Street Chattanooga, TN 37416 423-618-3980	Tri-Star Development, LLC. 6727 Heritage Business Ct. #700 Chattanooga, TN 37421 N/A
Koren Sapp	8717 Hurricane Manor Trl. Chattanooga, TN 37421 423-883-4717	City of Collegedale P.O. Box 1880 Collegedale, TN 37315 423-468-1867
Angela L. Smith	1959 Murphy Hollow Road Trenton, GA 30752 423-304-9095	Artech Design Group, Inc. 1410 Cowart Street Chattanooga, TN 37408 423-265-4313
Karen J. Sparks	253 Shadow Lane Ringgold, GA 30736 706-861-4870	Basic Business Services, Inc. 951 Eastgate Loop, 5700 Bldg. Chattanooga, TN 37411 423-752-1902
Peggy N. Taylor	46 Outpost Drive Rossville, GA 30741 423-667-8156	S & M Supply Company, Inc. 2140 Amnicola Hwy. Chattanooga, TN 37406 423-622-3333
Ashley Varner	660 Osage Drive Soddy Daisy, TN 37379 423-582-1091	Innovative Construction & Remodeling 5211 Hwy 153, Ste. H Hixson, TN 37343 423-870-6009
Monique Wagner	621 Memorial Dr., Apt. 802 Chattanooga, TN 37415 731-336-5131	Suntrust Bank 501 Signal Mtn. Blvd. Chattanooga, TN 37415 423-266-3062
Lindsay Weaver	2716 Windthrush Drive Chattanooga, TN 37421 423-364-3384	Mortgage Inverstors Group 6221 Shallowford Rd., Ste. 104 Chattanooga, TN 37421 423-899-2887
Joan Welch	8036 Rosemere Way Chattanooga, TN 37421 423-893-5203	First Volunteer Bank 1834 Gunbarrel Road Chattanooga, TN 37421 423-668-4605

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MAY 7, 2014

NAME

RESIDENCE

BUSINESS

Susan Whitehead

14 Spring Place Drive
Ft. Oglethorpe, GA 30742
423-653-5232

Luther-Anderson, PLLP
100 W. M.L.K. Blvd., Ste. 700
Chattanooga, TN 37402
423-756-5034

Kevin D. Whitley

1243 Bridge View Drive
Chattanooga, TN 37415
N/A

TN Department of Correction
540 McCallie Avenue
Chattanooga, TN 37402
423-634-6333

Carol Lyn Whittenbarger

102 Greenleaf Street
Red Bank, TN 37415
423-877-9898

Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 37402
423-209-7016

Alan Wilkes II

1904 Ivy Street
Chattanooga, TN 37404
423-400-4011

Terminal Brewhouse
6 East 14th Street
Chattanooga, TN 37408
423-752-8090

Michael J. Williams

1100 Woodmore Terrace
Chattanooga, TN 37411
423-838-2462

State Farm Insurance
1515 Gunbarrel Rd., Ste. 123
Chattanooga, TN 37421
423-698-2403

Frank B. Yuppa

1060 Hurst Street
East Ridge, TN 37412
423-994-2985

RFS Services, LLC
1510 Maxwell Rd., #91186
East Ridge TN 37412
423-994-7550

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
MAY 7, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
James Matthew Agnew	April 7, 2014
John Andrew Doub	April 7, 2014
Joseph Edwin Goulet	April 7, 2014
Tyler Clarke Huey	April 7, 2014
Joseph Michael Jansen	April 7, 2014
Dallas Christopher Lange	April 7, 2014
Kyle Brody Odom	April 7, 2014
Benjamin Nathanael Peery	April 7, 2014
Gregory Michael Piper	April 7, 2014
Robert Shawn Woodward	April 7, 2014
Matthew Christopher Thomas	April 15, 2014
Stanley H. Hardy	April 16, 2014
James Earl Brock	April 23, 2014
Mickey Lindsay Robinson	April 23, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this

7th day of April, 2014.
[Signature]

By

Judge Lila Statom

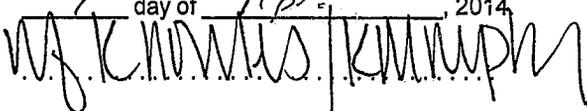
[Signature]
.....
James Matthew Agnew

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this

7 day of April, 2014


By
Judge Lila Statom


.....
John Andrew Doub

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this

7th day of April, 2014.
[Signature]

[Signature]
.....
Joseph Edwin Goulet

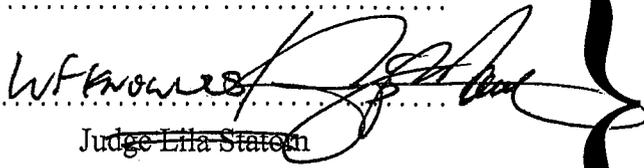
By
Judge Lila Statom

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
7 day of APRIL, 2014.

By 
Judge Lila Staton
COUNTY CLERK


Tyler Clarke Huey

STATE OF TENNESSEE }
Hamilton County } SS.

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

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

Sworn to and subscribed before me this
7th day of APRIL, 2014.

By Lila Statom
Judge Lila Statom
COUNTY CLERK

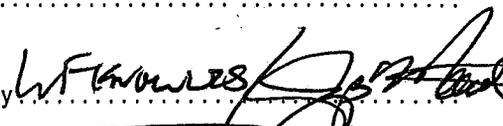
Joseph Michael Jansen
Joseph Michael Jansen

STATE OF TENNESSEE }
Hamilton County } SS.

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

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

Sworn to and subscribed before me this
7th day of APRIL, 2014.

By  }
Judge Lila Statton
COUNTY CLERK


Dallas Christopher Lange

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
7 day of APRIL, 2014.

By [Signature]
Judge Lila Starnom
CLERK

[Signature]
Kyle Brody Odom

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
7th day of APRIL, 2014.

By W.F. Knowles
~~Judge Lira Statton~~
COUNTY CLERK

Benjamin Nathanael Peery
Benjamin Nathanael Peery

STATE OF TENNESSEE }
Hamilton County } SS.

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

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

Sworn to and subscribed before me this
7th day of April, 2014.

By [Signature]
Judge Lila Statom
COUNTY CLERK

[Signature]
Gregory Michael Piper

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
7 day of APRIL, 2014.

By W. Frances Statom
.....
Judge Lila Statom
COUNTY CLERK

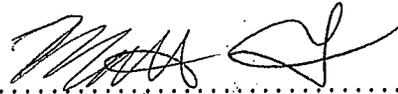
Robert Shawn Woodward
.....
Robert Shawn Woodward

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
15th day of April, 2014.
M. Knowles
By K. Murphy


.....
Matthew Christopher Thomas

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
16 day of April, 2014.

.....
W F Knowls

By

Robert E. Dodd



.....
Stanley H. Hardy
Stanley H. Hardy

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this

23 day of April, 2014.

.....
No Knowles

By
Kelly Murphy

}
.....
James Earl Brock

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this

23rd day of August, 2014.

[Signature].....

By [Signature].....

[Signature]
.....
Mickey Lindsay Robinson

OFFICE OF THE COUNTY MAYOR
HAMILTON COUNTY, TENNESSEE

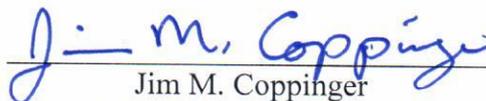
REAPPOINTMENT OF JOHN TEAGUE AS COMMISSIONER OF
UNION FORK-BAKEWELL
UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of John Teague on the Union Fork-Bakewell Utility District Board of Commissioners will expire on May 5, 2014, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of John Teague.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that John Teague is hereby reappointed to the Union Fork-Bakewell Utility Board of Commissioners for a term of four years, May 6, 2014, and expiring May 6, 2018.

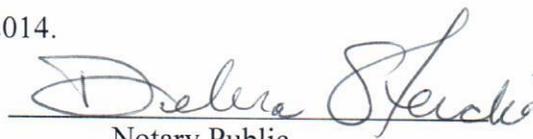
This is the 28th day of April, 2014.


Jim M. Coppinger
Hamilton County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 28th day of April 2014, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 28th day of April 2014.


Notary Public

My Commission expires: February 18, 2015



OFFICE OF THE COUNTY MAYOR
HAMILTON COUNTY, TENNESSEE

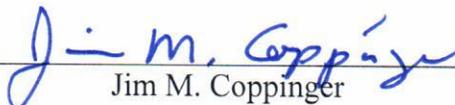
REAPPOINTMENT OF RONALD WELCH AS COMMISSIONER OF
UNION FORK-BAKEWELL
UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of Ronald Welch on the Union Fork-Bakewell Utility District Board of Commissioners will expire on May 5, 2014, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of Ronald Welch.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Ronald Welch is hereby reappointed to the Union Fork-Bakewell Utility Board of Commissioners for a term of four years, May 6, 2014, and expiring May 6, 2018.

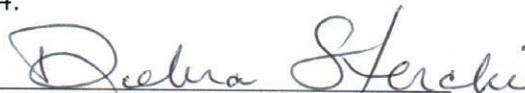
This is the 28th day of April, 2014.


Jim M. Coppinger
Hamilton County Mayor

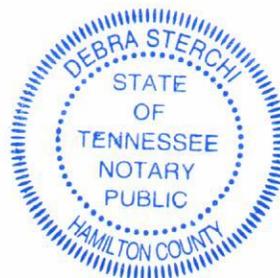
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 28th day of April 2014, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 28th day of April 2014.


Notary Public

My Commission expires: February 18, 2015



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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

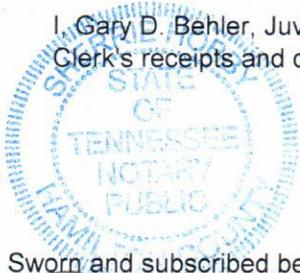
REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

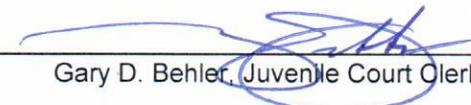
MONTH: February 2014

SOURCE: IFAS GL2031 Report

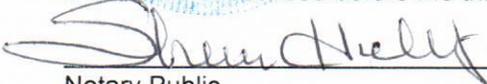
	Month of February 2014			
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	Totals - Fiscal YTD
Revenues				
Fines and Court Costs	\$ 8,796.00	\$ 1,108.00	\$ 9,904.00	\$ 64,584.50
Fees and Commissions	53.00	26,857.93	26,910.93	195,991.74
Interest	167.34		167.34	1,556.17
Miscellaneous	611.70	218.50	830.20	5,968.50
Data Processing Fees		1,240.00	1,240.00	9,180.00
Courtroom Security Fees	83.00		83.00	531.00
Other - Adjustments			-	(50,967.33)
Total Revenue	<u>9,711.04</u>	<u>29,424.43</u>	<u>39,135.47</u>	<u>226,844.58</u>
Expenditures				
Salaries	60,553.10	43,051.22	103,604.32	979,171.98
Employee Benefits	36,889.43	27,555.98	64,445.41	567,699.19
Other Operating Expenditures	2,215.63	4,848.57	7,064.20	62,705.17
Other - Adjustments			-	(111,779.48)
Total Expenditures	<u>99,658.16</u>	<u>75,455.77</u>	<u>175,113.93</u>	<u>1,497,796.86</u>
Revenues over (under) Expenditures	(89,947.12)	(46,031.34)	(135,978.46)	(1,270,952.28)
Appropriation from Hamilton County	167,491.08		167,491.08	1,339,928.64
Net Change in Fund Balance	<u>\$ 77,543.96</u>	<u>\$ (46,031.34)</u>	31,512.62	68,976.36
Fund Balance at the Beginning of the Period			507,129.35	469,665.61
Fund Balance at the End of the Period			<u>\$538,641.97</u>	<u>\$ 538,641.97</u>

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




Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 24th day of April 2014


Notary Public

My Commission Expires: 2/25/17

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

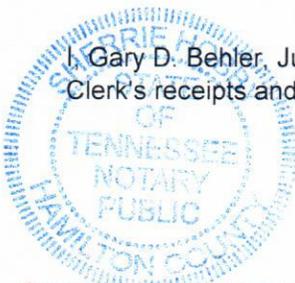
REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: March 2014

SOURCE: IFAS GL2031 Report

	Month of March 2014			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 6,196.02	\$ 2,553.00	\$ 8,749.02	\$ 73,333.52
Fees and Commissions	381.42		381.42	196,373.16
Interest	185.13		185.13	1,741.30
Miscellaneous	538.80	276.50	815.30	6,783.80
Data Processing Fees			-	9,180.00
Courtroom Security Fees	57.00		57.00	588.00
Other - Adjustments			-	(50,967.33)
Total Revenue	<u>7,358.37</u>	<u>2,829.50</u>	<u>10,187.87</u>	<u>237,032.45</u>
Expenditures				
Salaries	60,515.66	43,051.26	103,566.92	1,082,738.90
Employee Benefits	35,747.43	26,729.07	62,476.50	630,175.69
Other Operating Expenditures	3,474.31	5,213.81	8,688.12	71,393.29
Other - Adjustments			-	(111,779.48)
Total Expenditures	<u>99,737.40</u>	<u>74,994.14</u>	<u>174,731.54</u>	<u>1,672,528.40</u>
Revenues over (under) Expenditures	(92,379.03)	(72,164.64)	(164,543.67)	(1,435,495.95)
Appropriation from Hamilton County	167,491.09		167,491.09	1,507,419.73
Net Change in Fund Balance	<u>\$ 75,112.06</u>	<u>\$ (72,164.64)</u>	<u>2,947.42</u>	<u>71,923.78</u>
Fund Balance at the Beginning of the Period			538,641.97	469,665.61
Fund Balance at the End of the Period			<u>\$ 541,589.39</u>	<u>\$ 541,589.39</u>

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



Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 24th day of April 2014

Notary Public

My Commission Expires: 2/25/17



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: April 10, 2014

Attached is a copy of the monthly Trustee's excess fee report for the month of March, 2014.

WFK/dkr

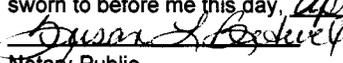
Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

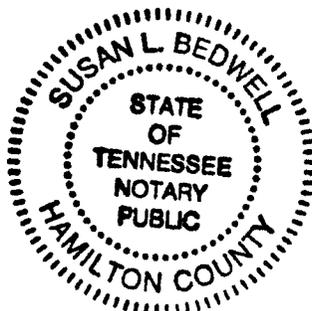
Hamilton County Trustee
 Monthly Report of Fee and Commission Fund
 FISCAL YEAR: 2014

Prepared: JW

	March 2014	YTD March 2014
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	32,798.75
44180 - CONTRACT INCOME	-	60,000.00
44201 - STATUTORY FEES 1%	152,121.48	1,615,908.44
44202 - STATUTORY FEES 2%	90,754.80	5,362,397.50
44203 - STATUTORY FEES OTHER	4,493.19	7,259.23
44204 - DELINQUENT TAX FEES	50,307.92	284,465.71
46112 - INTEREST	1,248.36	4,193.37
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	298,925.75	7,367,023.00
EXPENDITURES		
51001 - SALARIES	66,041.00	588,944.58
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	332.54	3,279.67
53037 - SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	122.00
53044 - POSTAGE, FREIGHT AND OTHER	-	32,698.75
53045 - LEGAL NOTICES AND ADVERTISING	-	129.86
53047 - MEMBERSHIPS	-	310.00
53049 - PARKING	-	2,466.66
53050 - MISC PURCHASED SERVICE	2,390.25	4,411.15
53051 - CONTRACT LEGAL SERVICES	34.87	1,101.84
53059 - SECURITY SERVICES	1,066.03	6,109.68
53065 - BANK ANALYSIS FEE	15,818.35	100,637.17
54001 - OFFICE SUPPLIES & FORMS	254.80	13,253.34
54002 - SMALL TOOLS & MINOR FURNITURE	530.00	530.00
54004 - KITCHEN FOOD & SUPPLIES	25.45	1,008.50
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	200.00
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,060,289.14
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	3,141.89	3,141.89
59022 - SOFTWARE AND SUPPLIES	85.00	1,211.59
59092 - MISC REFUNDS	14.97	123.53
59099 - BUILDING REPAIR/RENOVATION	-	11,322.15
66000 - PAYROLL EXPENSE	411.43	4,899.52
	-	-
ADJUSTMENTS	-	-
Total EXPENDITURES:	90,146.58	1,836,191.02
Revenues over (under) Expenditures	208,779.17	5,530,831.98
Excess Fees at Beginning of Period	6,084,229.25	762,176.44
Excess Fees at End of Period	6,293,008.42	6,293,008.42


 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, April 9, 2014

 Notary Public
 My Commission Expires 9/17/2014





HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: April 10, 2014

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of March 2014.

WFK/dkr

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

Hamilton County Trustee Report

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	(0.00)	47.50	47.50	(0.00)
11010	TRUSTEE CONCENTRATION	45,013,563.28	65,570,059.13	86,251,100.78	24,332,521.63
11020	CHILD CARE	163,707.94	230,546.72	164,157.94	230,096.72
11030	FOOD SERVICE DEPOSITORY	2,757,442.44	2,069,046.82	2,067,168.44	2,759,320.82
11040	SHERIFF COMMISSARY	191,548.03	76,443.23	64,188.27	203,802.99
	Total Cash in Bank	<u>48,128,713.67</u>	<u>67,946,143.40</u>	<u>88,546,662.93</u>	<u>27,528,194.14</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	109,261.19	12,839,176.25	13,658,225.02	(709,787.58)
11050	BOE CASH RECEIPT SWEEP	(0.00)	55,689,331.10	55,689,331.10	(0.00)
	Total Bank Deposits in Transit	<u>109,261.19</u>	<u>68,528,507.35</u>	<u>69,347,556.12</u>	<u>(709,787.58)</u>
Bank Outstanding Checks					
11052	BOE PAYROLL SWEEP	0.00	0.00	0.00	0.00
22201	A/P CHECK PAYABLE	(938,629.89)	7,504,484.56	8,540,086.20	(1,974,231.53)
22202	FOOD SERVICE CHECK PAYABLE	(879,876.33)	1,399,109.23	667,553.92	(148,321.02)
22203	SHERIFF COMMISSARY CHECK PAYAB	(17,136.32)	48,221.17	47,056.59	(15,971.74)
22206	DOE A/P CHECK PAYABLE	(1,534,838.68)	13,401,084.75	14,081,371.99	(2,215,125.92)
22280	COUNTY PAYROLL CHECKS PAYABLE	(23,199.37)	4,012,114.41	4,015,433.33	(26,518.29)
22281	DOE PAYROLL CHECK PAYABLE	(3,360.68)	11,018,992.53	11,018,957.22	(3,325.37)
22285	DOE PAYROLL TAX PAYABLE	0.00	4,034,183.79	4,034,517.03	(333.24)
	Total Bank Outstanding Checks	<u>(3,397,041.27)</u>	<u>41,418,190.44</u>	<u>42,404,976.28</u>	<u>(4,383,827.11)</u>
	TOTAL CASH	<u>44,840,933.59</u>	<u>177,892,841.19</u>	<u>200,299,195.33</u>	<u>22,434,579.45</u>
Other Assets					
11402	DUE FROM BAD CHECKS	885.07	630.00	630.00	885.07
	Total Other Assets	<u>885.07</u>	<u>630.00</u>	<u>630.00</u>	<u>885.07</u>
	TOTAL ASSETS	<u>44,841,818.66</u>	<u>177,893,471.19</u>	<u>200,299,825.33</u>	<u>22,435,464.52</u>

Hamilton County Trustee Report

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(34,722,901.11)	51,264,920.26	28,083,705.51	(11,541,686.36)
22251	FOOD SERVICE	(2,082,334.53)	1,335,613.13	1,861,821.13	(2,608,542.53)
22255	BOE PAYROLL	(208,719.47)	18,534,772.80	18,337,529.03	(11,475.70)
22256	BOE SELF INSURANCE	406,553.18	5,391,423.01	6,760,608.89	(962,632.70)
22257	CAPITAL MAINTENANCE	(40,161.99)	526,420.96	312,012.59	174,246.38
22401	EXCESS FEES	(2,315,832.74)	2,366,180.35	247,857.42	(197,509.81)
22407	PAYROLL COUNTY	(854,973.07)	7,532,543.16	6,821,119.86	(143,549.77)
22408	STORMWATER	(1,090,910.14)	39,738.44	16,076.47	(1,067,248.17)
22409	DRUG COURT	18,530.77	49,429.40	41,108.56	26,851.61
22410	COUNTY GENERAL	(489,954.89)	46,844,755.46	46,862,618.64	(507,818.07)
22412	GENERAL DEBT SERVICE	(995.11)	77,261.80	76,833.88	(567.19)
22413	OPEB TRUST	12,422.70	2.59	0.00	12,425.29
22414	EMPLOYEES RETIREMENT	(122,217.61)	12,293.58	10,000.00	(119,924.03)
22415	TEACHERS RETIREMENT	349.12	600.00	299.00	650.12
22416	LAW LIBRARY	(500.13)	2,428.69	2,416.26	(487.70)
22417	CHILDREN'S SERVICE	0.00	0.00	0.00	0.00
22418	ECONOMIC CRIMES	(500.16)	5,397.71	5,397.80	(500.25)
22419	GEN GOV'T BOND PROJECTS	75,739.88	88,143.17	1,825.18	162,057.87
22420	CAPITAL PROJECTS	(10,006.98)	109,944.14	109,745.73	(9,808.57)
22421	INDUSTRIAL DEVELOPMENT	(2,500.50)	381,304.05	381,309.46	(2,505.91)
22422	RIVERWALK/FISHING PIER	(5,010.14)	29,017.66	29,009.79	(5,002.27)
22423	RECREATION CAPITAL PROJECTS	93,893.92	11,632.90	0.00	105,526.82
22426	SELF INSURANCE	(2,556.39)	3,265,344.01	3,265,306.90	(2,519.28)
22428	LIABILITY INSURANCE	(2,498.52)	220,620.90	220,620.82	(2,498.44)
22430	HOTEL/MOTEL	(345,116.67)	345,116.67	389,278.23	(389,278.23)
22434	JUVENILE COURT CLERK AGENCY	(992.42)	275,584.95	275,484.98	(892.45)
22435	FACILITY BONDS-SERIES 2010A	(2,803.97)	0.00	0.58	(2,804.55)
22436	BOND FUND-SERIES 2010B	(888,673.42)	0.00	185.14	(888,858.56)
22437	ECONOMIC BONDS-SERIES 2010C	117,510.07	1.57	117,543.43	(31.79)
22447	11 BOND	(5,188.06)	0.00	0.00	(5,188.06)
22449	SCHOOL CAPITAL PROJECTS FUND	(55,041.89)	2,277.20	11.05	(52,775.74)

Hamilton County Trustee Report

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	(980,637.30)	218,449.36	412,528.78	(1,174,716.72)
22462	CRIMINAL COURT SESSIONS	894,923.20	460,587.79	391,501.12	964,009.87
22463	DELINQUENT COLLECTIONS	(646,301.21)	47,473.41	108,730.64	(707,558.44)
22470	2013A BOND	515,613.20	282,444.85	929,597.17	(131,539.12)
22471	2013B BOND REFUNDING	(5,071.32)	0.00	1.06	(5,072.38)
22472	LINE OF CREDIT	138,751.72	8.44	145,000.00	(6,239.84)
22483	SHERIFF	(4,875.20)	3,472,879.84	3,470,656.85	(2,652.21)
22484	DRUG ENFORCEMENT-SHERIFF	(100.01)	53,955.82	53,933.13	(77.32)
22485	TN STATE SEX OFFENDER	(66,144.39)	1,483.02	11,114.41	(75,775.78)
22486	SHERIFF STATE WIDE METH GRANTS	0.00	0.00	0.00	0.00
22489	SHERIFF'S SPECIAL PROJECTS	(5,467.73)	0.00	1.14	(5,468.87)
22498	SYMPRO INVESTMENT POOL	5,078,924.74	22,123,512.87	29,079,104.09	(1,876,666.48)
Total Cash Held for Hamilton County Funds		<u>(37,605,774.57)</u>	<u>165,373,563.96</u>	<u>148,831,894.72</u>	<u>(21,064,105.33)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(167.42)	0.00	165.45	(32.87)
23301	PROPERTY TAX SALE	0.00	13,497.00	620,673.00	(607,176.00)
23302	PARTIAL TAXES-PENDING PAYMENT	(18,262.85)	0.00	7,093.86	(25,356.71)
Total Cash Held for Others		<u>(35,966.30)</u>	<u>13,497.00</u>	<u>627,932.31</u>	<u>(650,401.61)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	433.02	5,302,171.06	5,301,053.09	1,550.99
22800	INTEREST PAYMENT FUTURE	0.00	6,703.27	6,703.27	0.00
Total Clearing Account Activity		<u>433.02</u>	<u>5,308,874.33</u>	<u>5,307,756.36</u>	<u>1,550.99</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	463,168.04	463,168.04	0.00
22241	REVENUE REFUNDS	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	5,000,000.00	5,000,000.00	0.00
22452	GEN PUR SCHOOL-SCHOOL SITES	0.00	0.00	0.00	0.00
22504	OTHER	0.00	0.00	0.00	0.00

Hamilton County Trustee Report

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
Total Liabilities not Applicable		<u>(33,897.66)</u>	<u>5,463,168.04</u>	<u>5,463,168.04</u>	<u>(33,897.66)</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	401,163.11	401,163.11	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	7,943.64	7,943.64	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>(0.00)</u>	<u>409,106.75</u>	<u>409,106.75</u>	<u>(0.00)</u>

Key: 0001150 DEPARTMENT OF EDUCATION

22701	PROPERTY TAX	0.02	1,984,291.33	1,984,291.33	0.02
22702	OSAP TAX	0.00	58,428.62	58,428.62	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(0.00)	65,222.25	65,222.25	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	61,145.35	61,145.35	0.00
22712	OSAP TAX I&P	0.00	2,444.41	2,444.41	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	1,727.16	1,727.16	0.00
22721	PROPERTY TAX REFUNDS	(0.00)	238,399.09	238,399.09	(0.00)
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	1,566.36	1,566.36	0.00
22731	PROPERTY TAX I&P REUND	0.00	723.41	723.41	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	0.04	38,651.42	38,651.42	0.04
Total		<u>0.06</u>	<u>2,452,599.40</u>	<u>2,452,599.40</u>	<u>0.06</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>0.06</u>	<u>2,452,599.40</u>	<u>2,452,599.40</u>	<u>0.00</u>

**Hamilton County
Trustee Report**

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total Clearing Account Activity - County Funds					
		0.06	2,861,706.15	2,861,706.15	0.06
Cash Held for Municipalities					
Key: 0001010 CITY OF EAST RIDGE					
22701	PROPERTY TAX	(1,648,552.32)	1,648,552.32	92,666.59	(92,666.59)
22702	OSAP TAX	(135,342.53)	135,342.53	2,415.02	(2,415.02)
22704	PERSONALTY TAX	(100,174.91)	100,174.91	2,457.67	(2,457.67)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(6,979.41)	6,979.41	3,018.01	(3,018.01)
22712	OSAP TAX I&P	0.00	0.00	36.23	(36.23)
22714	PERSONALTY TAX I&P	(46.48)	46.48	37.99	(37.99)
22721	PROPERTY TAX REFUNDS	4,556.78	5,706.14	4,556.78	5,706.14
22724	PERSONALTY TAX REFUND	53.03	0.00	53.03	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(17,800.57)	17,800.57	17,988.29	(17,988.29)
22755	SANITATION	(378,809.66)	378,809.66	29,598.27	(29,598.27)
22756	SANITATION I & P	0.00	0.00	397.80	(397.80)
22799	COMM DUE ON TAX COLLECTED	37,907.53	2,078.39	37,907.73	2,078.19
Total Cash Held for Municipalities		<u>(2,245,188.54)</u>	<u>2,295,490.41</u>	<u>191,133.41</u>	<u>(140,831.54)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(2,245,188.54)</u>	<u>2,295,490.41</u>	<u>191,133.41</u>	<u>(140,831.54)</u>
Key: 0001020 RED BANK MUNICIPAL					
22701	PROPERTY TAX	(804,298.07)	804,298.07	62,381.12	(62,381.12)
22702	OSAP TAX	(96,771.74)	96,771.74	0.00	0.00
22704	PERSONALTY TAX	(27,986.68)	27,986.68	4,171.34	(4,171.34)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(2,144.31)	2,144.31	1,616.58	(1,616.58)
22714	PERSONALTY TAX I&P	(40.72)	40.72	79.55	(79.55)
22721	PROPERTY TAX REFUNDS	1,165.22	42,244.85	1,165.22	42,244.85
22724	PERSONALTY TAX REFUND	0.00	140.65	0.00	140.65

**Hamilton County
Trustee Report**

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	0.00	61.24	0.00	61.24
22741	STORMWATER FEES	(91,260.00)	91,260.00	4,392.00	(4,392.00)
22742	STORMWATER FEES I&P	(213.84)	213.84	206.28	(206.28)
22755	SANITATION	(232,187.84)	232,187.84	15,358.63	(15,358.63)
22756	SANITATION I & P	0.00	0.00	178.02	(178.02)
22799	COMM DUE ON TAX COLLECTED	19,516.28	562.02	19,516.27	562.03
Total		<u>(1,234,221.70)</u>	<u>1,297,911.96</u>	<u>109,065.01</u>	<u>(45,374.75)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(1,234,221.70)</u>	<u>1,297,911.96</u>	<u>109,065.01</u>	<u>(45,374.75)</u>

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(1,063,737.35)	1,063,737.35	60,289.87	(60,289.87)
22702	OSAP TAX	(78,641.10)	78,641.10	32.38	(32.38)
22704	PERSONALITY TAX	(62,796.59)	62,796.59	3,572.48	(3,572.48)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(5,012.04)	5,012.04	1,450.88	(1,450.88)
22714	PERSONALITY TAX I&P	(6.24)	6.24	59.17	(59.17)
22721	PROPERTY TAX REFUNDS	1,448.66	514.24	1,448.66	514.24
22724	PERSONALITY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	24,175.07	1,297.82	24,174.89	1,298.00
Total		<u>(1,184,569.59)</u>	<u>1,212,005.38</u>	<u>91,028.33</u>	<u>(63,592.54)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(1,184,569.59)</u>	<u>1,212,005.38</u>	<u>91,028.33</u>	<u>(63,592.54)</u>

Key: 0001040 COLLEGE DALE MUNICIPAL

22701	PROPERTY TAX	(1,299,495.15)	1,299,495.15	48,622.32	(48,622.32)
22702	OSAP TAX	(70,356.29)	70,356.29	169.27	(169.27)
22703	IN LIEU OF TAX	(82,239.77)	82,239.77	0.00	0.00
22704	PERSONALITY TAX	(579,790.54)	579,790.54	698.91	(698.91)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00

**Hamilton County
Trustee Report**

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22711	PROPERTY TAX I&P	(3,086.64)	3,086.64	1,805.65	(1,805.65)
22712	OSAP TAX I&P	0.00	0.00	2.54	(2.54)
22714	PERSONALTY TAX I&P	(18.24)	18.24	9.09	(9.09)
22721	PROPERTY TAX REFUNDS	757.30	4,242.80	757.30	4,242.80
22724	PERSONALTY TAX REFUND	153.83	0.00	153.83	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	40,681.45	941.30	40,681.51	941.24
	Total	<u>(1,993,394.05)</u>	<u>2,040,170.73</u>	<u>92,900.42</u>	<u>(46,123.74)</u>
	Total for Org Key: 0001040 COLLEGE DALE MUNICIPAL	<u>(1,993,394.05)</u>	<u>2,040,170.73</u>	<u>92,900.42</u>	<u>(46,123.74)</u>

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Key: 0001050 RIDGESIDE MUNICIPAL				
22701	PROPERTY TAX	(35,339.79)	35,339.79	0.00	0.00
22702	OSAP TAX	(4,438.75)	4,438.75	0.00	0.00
22704	PERSONALTY TAX	(116.32)	116.32	86.03	(86.03)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(292.03)	292.03	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	0.00	11.18	(11.18)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	803.73	1.94	803.74	1.93
	Total	<u>(39,383.16)</u>	<u>40,188.83</u>	<u>900.95</u>	<u>(95.28)</u>
	Total for Org Key: 0001050 RIDGESIDE MUNICIPAL	<u>(39,383.16)</u>	<u>40,188.83</u>	<u>900.95</u>	<u>(95.28)</u>

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Key: 0001060 LAKESITE				
22701	PROPERTY TAX	(32,716.22)	32,716.22	1,754.42	(1,754.42)
22702	OSAP TAX	(528.16)	528.16	0.00	0.00
22704	PERSONALTY TAX	(912.79)	912.79	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(78.96)	78.96	39.64	(39.64)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00

**Hamilton County
Trustee Report**

For the Date Range: 03/01/2014 to 03/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22721	PROPERTY TAX REFUNDS	0.00	121.66	0.00	121.66
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	684.62	33.44	684.72	33.34
	Total	<u>(33,551.51)</u>	<u>34,391.23</u>	<u>2,478.78</u>	<u>(1,639.06)</u>
	Total for Org Key: 0001060 LAKESITE	<u>(33,551.51)</u>	<u>34,391.23</u>	<u>2,478.78</u>	<u>(1,639.06)</u>
	Key: 0001070 WALDEN MUNICIPAL				
22701	PROPERTY TAX	(93,297.58)	93,297.58	11,710.37	(11,710.37)
22702	OSAP TAX	(2,598.11)	2,598.11	2.00	(2.00)
22704	PERSONALTY TAX	(5,158.11)	5,158.11	65.67	(65.67)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(321.55)	321.55	594.59	(594.59)
22714	PERSONALTY TAX I&P	0.00	0.00	0.18	(0.18)
22721	PROPERTY TAX REFUNDS	334.62	1,450.13	334.62	1,450.13
22799	COMM DUE ON TAX COLLECTED	2,020.83	218.45	2,020.81	218.47
	Total	<u>(99,019.90)</u>	<u>103,043.93</u>	<u>14,728.24</u>	<u>(10,704.21)</u>
	Total for Org Key: 0001070 WALDEN MUNICIPAL	<u>(99,019.90)</u>	<u>103,043.93</u>	<u>14,728.24</u>	<u>(10,704.21)</u>
	Key: 0001080 CITY OF CHATTANOOGA				
22751	HOTEL MOTEL OCCUPANCY TAX	(320,206.09)	320,500.87	359,351.13	(359,056.35)
22775	TAX INCREMENT FINANCING	(17,078.67)	1,243.09	5,357.92	(21,193.50)
	Total Key: 0001080 CITY OF CHATTANOOGA	<u>(337,284.76)</u>	<u>321,743.96</u>	<u>364,709.05</u>	<u>(380,249.85)</u>
	Total for Org Key: 0001080 CITY OF CHATTANOOGA	<u>(337,284.76)</u>	<u>321,743.96</u>	<u>364,709.05</u>	<u>(380,249.85)</u>
	TOTAL CASH HELD FOR MUNICIPALITIES	<u>(7,166,613.21)</u>	<u>7,754,053.18</u>	<u>1,276,050.94</u>	<u>(688,610.97)</u>
	TOTAL LIABILITIES AND EQUITY	<u>(44,841,818.66)</u>	<u>186,365,755.91</u>	<u>163,959,401.77</u>	<u>(22,435,464.52)</u>
	Total for Report:	<u>0.00</u>	<u>364,259,227.10</u>	<u>364,259,227.10</u>	<u>0.00</u>



Hamilton County Board of Commissioners RESOLUTION

No. 514-2

A RESOLUTION TO APPOINT ONE (1) MEMBER AND TO REAPPOINT (1) MEMBER TO THE CHATTANOOGA-HAMILTON COUNTY REGIONAL HEALTH COUNCIL FOR FOUR (4) YEAR TERMS BEGINNING MAY 7, 2014 AND ENDING MAY 7, 2018.

WHEREAS, the Board of Commissioners and the County Mayor appoint members to the Chattanooga-Hamilton County Regional Health Council; and

WHEREAS, the terms of the appointees representing the Commissioners of Districts One and Five have expired.

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

That the following persons are appointed and reappointed to the Chattanooga-Hamilton County Regional Health Council for four (4) year terms beginning May 7, 2014 and ending May 7, 2018.

APPOINTEE

Jim Folkner
Charline Kilpatrick

APPOINTED BY

Commissioner Skillern, District One
Commissioner Beck, District Five

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

May 7, 2014

Date

Charline Kilpatrick

*510 Kilmer Street
Chattanooga, TN 37404
(423) 698-5433
(423) 987-2435*

BIOGRAPHY

Charline Kilpatrick is a native of South Pittsburgh Tennessee and an active Democrat. Winner of the National Jefferson Award for Public Service, and inducted into the 100 Black Women Pioneer Club, she has served as Democratic Party precinct officer; Assistant Executive Director of the Hamilton County Democratic Party; President of the Greater Chattanooga Democratic Women's Club; Vice Chair of the Hamilton County Democratic Party; Treasurer of the Hamilton County Foster Parent's Association and President of the Neighborhood Watch Program of Glenwood.

Mrs. Charline Kilpatrick has shown a lifetime of compassion for, commitment and dedication to the improvement of the Chattanooga community through her efforts to assist organizations and individuals of differing ages and from varying social and economic backgrounds towards the achievement of self-improvement and equality of opportunity. In this regard, a few of her notable contributions include, but are not limited to the following:

- (1) Founder of the Chattanooga Hamilton County Foster Parents Association as a 501(c)(3) non-profit organization. This organization provides the vehicle through which member foster parents secure grants and financial contributions for the benefit of foster children in Hamilton County. As a foster parent Mrs. Kilpatrick has organized and conducted fundraising campaigns to supplement the costs of raising foster children and provide for the health, safety, welfare and overall development of youth committed to state custody through the Tennessee Department of Children Services.
- (2) Founder of the Glenwood Neighborhood Watch Program as a 501(c)(3) non-profit organization. This organization works directly with the City of Chattanooga Police and the Hamilton County Sheriff's Department in a cooperative effort to provide a sustainable safe community from crime and urban blight for the residents of the Historic Glenwood Community in Chattanooga, Hamilton County, Tennessee.

On Monday, May 6, 2002 in the Glenwood community, Chattanooga Police Officer Julie Jacks was tragically murdered while in the process of protecting Glenwood residents from being victimized by an individual apparently suffering from a psychotic episode. In response to this tragedy the Neighborhood Watch Program, in cooperation with the

Chattanooga Police Department, organized a fundraising effort to provide relief to the family of officer Jacks and successfully received donations from businesses, institutions and individuals from within the immediate and surrounding Glenwood Community in the amount of \$1,500.00.

- (3) On August of 1995 Mrs. Kilpatrick organized a committee and held a fundraising drive in order to take 35 foster children on a 5-day trip to Disney World in Orlando Florida. Three years later in 1998 duplicated her efforts and achieved the same goal.
- (4) Additionally, Mrs. Kilpatrick is an active member of Second Missionary Baptist Church, the Chattanooga Unity Group, and served for 12 years as Executive Committee Woman for the 10th Senatorial District in the State of Tennessee.
- (5) Mrs. Kilpatrick is the proud single parent of 4 adult sons each of whom she provided with college educations.
- (6) She is retired from the Chattanooga Electric Power Board where she was the first black teller to work for the EPB
- (7) In 2000 she attended the Democratic National Convention in Los Angeles, California for Presidential Candidate Al Gore.
- (8) In 2004 she attended the Democratic National Convention in Boston, Massachusetts for Presidential Candidate John Kerry.
- (9) In 2008 she served as a volunteer worker for Memorial Hospital and participated in the Democratic National Convention in Denver, Colorado where she had the distinct privilege to go as a delegate from Tennessee for the 10th Senatorial District on behalf of Presidential Candidate Barak Obama and Vice Presidential Candidate Joseph Biden.
- (10) In 2012 she was involved in the fight against voter suppression by assisting elderly voters in the acquisition of Voter Identification Photo I Ds mandated by the state of Tennessee. While assisting one such person, Ms. Dorothy Cooper, a 96-year-old woman denied the right to obtain her voter ID; she received national attention on the Tom Joyner Radio Show and MSNBC with Reverend Al Sharpton and Rachel Meadows. Through her efforts national and international media focused attention on Tennessee's use of overly complicated voter requirements adversely impacting low income, elderly and minority voters.

- (11) She was awarded the 2013 Girls Inc. UnBought and UnBossed award.
- (12) She received the Phi Beta Sigma Fraternity Certificate of Excellence; and
- (13) Appointed to the City of Chattanooga Office of Multicultural Affairs Advisory Board.

The above listed accomplishments are not all-inclusive but serve only to highlight some of her major contributions.



Hamilton County Board of Commissioners RESOLUTION

No. 514-3

A RESOLUTION TO APPOINT ONE (1) MEMBER TO THE HAMILTON COUNTY HEALTH & SAFETY BOARD FOR A TERM BEGINNING MAY 1, 2014, AND ENDING MAY 1, 2016.

WHEREAS, the Hamilton County Board of Commissioners adopted the Health & Safety Rules and Regulations on May 5, 1999; and

WHEREAS, the term of Edward Ector, the appointee representing the Commissioner of District 4, expired January 19, 2014; and

WHEREAS, Commissioner Warren Mackey has announced his appointment of Bruce O’Neal to serve on said Board for the term beginning May 1, 2014 and ending May 1, 2016.

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

That the following person is appointed to the Hamilton County Health & Safety Board for a two (2) year term beginning May 1, 2014 and ending May 1, 2016.

APPOINTEE
Bruce O’Neal

APPOINTED BY
Commissioner Mackey, District Four (4)

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

May 7, 2014

Date

Bruce G. O'Neal is a native of Chattanooga. He retired from State Farm Insurance Company after 35 years of service. He headed numerous initiatives and held numerous positions including Field Trainer for the Catastrophe Services/Performance Support Division on State Farm. He attended Grambling State University and the University of Chattanooga where he studied Business Administration. He's Currently the Owner and General Manager of Atlas Global Properties and Campaign Manager for Commissioner Warren Mackey's re-election campaign. He has served on the board of Pro Re Bona Day Care Center and he's a member of the American Society of Training and Development. Bruce is a member of New United Baptist Church. He enjoys golf, fishing, tennis, cycling, learning to play the guitar and spending time with family and friends. After 21 years of marriage his wife, Consuelo "Connie" O'Neal was called home. Bruce lives in the Shepard area of Chattanooga. They have two children, Aubrey Bray Brooks and Bettina Kristyn Benson and one grandchild (Chloe Kristyn Benson).



Hamilton County Board of Commissioners

RESOLUTION

No. 514-4

A RESOLUTION ACCEPTING AN AMENDED STATE OF TENNESSEE, GOVERNOR'S HIGHWAY SAFETY OFFICE GRANT FOR THE "REMOVE INTOXICATED AND IMPAIRED DRIVERS" PROJECT WITH A TERM ENDING SEPTEMBER 30, 2014 AND AMENDING THE SHERIFF'S OFFICE OPERATING BUDGET BY ADDING AN ADDITIONAL \$100,000 TO REVENUES AND EXPENDITURES.

WHEREAS, the Governor's Highway Safety Office has awarded an additional \$100,000 to the Sheriff's Office, via federal funding, with a project titled "Remove Intoxicated and Impaired Drivers", in the amount of \$100,000, therefore increasing the original budget of \$87,546.54 to \$187,546.54; and,

WHEREAS, \$80,000 of the additional grant funds will be used on overtime for saturation patrols on roadways to identify and cite "Driving Under the Influence (DUI) and Impaired Drivers" offenders, \$20,000 of the additional grant funds will be used for Law Enforcement equipment; and,

WHEREAS, this project will commence immediately and will have an ending date of September 30, 2014; and,

WHEREAS, no local match is required by Hamilton County, nor the Sheriff's Office.

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

A RESOLUTION ACCEPTING AN AMENDED STATE OF TENNESSEE, GOVERNOR'S HIGHWAY SAFETY OFFICE GRANT FOR THE "REMOVE INTOXICATED AND IMPAIRED DRIVERS" PROJECT WITH A TERM ENDING SEPTEMBER 30, 2014 AND AMENDING THE SHERIFF'S OFFICE OPERATING BUDGET BY ADDING \$100,000, AND THEREFORE INCREASING THE BUDGET FROM \$87,546.54 TO \$187,546.54 TO REVENUES AND EXPENDITURES.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 514-5

A RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) VISION MOBILE LAW VEHICLE WORKSTATION SOFTWARE LICENSES AMOUNTING TO \$15,687.28 FROM TRITECH SOFTWARE SYSTEMS FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for eight (8) Vision Mobile Law Vehicle Workstation software licenses, including remote implementation and project management fees, and annual maintenance fee for the Sheriff's Department; and,

WHEREAS, TriTech Software Systems is the sole source for this product; and,

WHEREAS, the amount of \$15,687.28 is considered economically fair; 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 quotation from TriTech Software Systems for eight (8) Vision Mobile Law Vehicle Workstation software licenses for the Sheriff's Department amounting to \$15,687.28 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

May 7, 2014

Date

4/1/14



March 21, 2014

"New" SRO'S

1010119-59024

Ron Bernard
Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 67402

re: Sole Source for Purchase of Additional TriTech Software Licenses
(Inform RMS, Inform FBR and Inform Mobile)

Dear Mr. Bernard:

In reference to Hamilton County's request to purchase additional TriTech software licenses, this letter serves as confirmation that as the developer and owner of the copyright to TriTech Software Systems' suite of software applications (including Inform RMS, Inform FBR and Inform Mobile), TriTech is the sole source for additional software licenses as well as support and other specific related services for TriTech's software.

We look forward to our continued relationship with the Hamilton County Sheriff's Office. Should you have any questions, please do not hesitate to contact Chris Turner at 858-799-7468, or via e-mail at Chris.Turner@tritech.com.

Sincerely,


Jonathan Heinlein
Senior Contracts Administrator

cc: Chris Turner

SR21121



Proposal/Sales Quotation

Quotation #Q-00007512 Quotation Date: 4/4/2014

General & Client Information

System Name: Hamilton Co SO 8 Mobile Licenses	Bill To: 600 Market St Chattanooga, TN 37402 USA
System Description:	
Client Contact: Ron Bernard	Ship To: 600 Market St Chattanooga, TN 37402 USA
Contact Phone:	
Contact Email: rbernard@hcsheiff.gov	
Expiration Date: 5/23/2014	
Presented By: Chris Turner	

Project Products & Services

TriTech Software License Fee(s)

Inform Mobile Software License Fee(s)	Unit Price	Qty	Total Price
VisionMOBILE Law Vehicle Workstation Software License	\$1,368.50	8	\$10,948.00
<i>Inform Mobile Software License Fee(s) Subtotal:</i>			\$10,948.00

TriTech Software License Fee(s) Total: \$10,948.00

Project Related Fees(s)

Product Name	Unit Price	Qty	Total Price
Remote Implementation (up to 4 hours)	\$700.00	1	\$700.00
Project Management	\$1,630.72	1	\$1,630.72
Estimated Travel Expenses (To be billed as incurred)	\$0.00	1	\$0.00

Project Related Fee(s) Total: \$2,330.72

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Annual Maintenance Amount
VisionMOBILE Law Vehicle Workstation Software License	24 x 7	\$2,408.56

Annual Maintenance Fee(s) (Year 1) Total: \$2,408.56

Project Total: \$15,687.28

Estimated Sales Tax:
(State: at %)

Taxable sales: \$0.00

Subtotal: \$15,687.28

Sales Tax Amount: \$0.00

Quote Total: \$15,687.28

Terms and Conditions

Payment terms are as follows:

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Quotation Issued by: Chris Turner Email: chris.turner@tritech.com Phone: (858)-799-7468	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3226

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an Invoice, sign below and fax this quotation to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date



Hamilton County Board of Commissioners RESOLUTION

No. 514-6

A RESOLUTION ACCEPTING THE BID OF SCHOOL NURSE SUPPLY, INC. FOR FOUR (4) PEDIAVISION SCREENERs AMOUNTING TO \$28,220.00 FOR THE HEALTH 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 four (4) PediaVision Screeners; and,

WHEREAS, the bid from School Nurse Supply, Inc. amounting to \$28,220.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of School Nurse Supply, Inc. for four (4) PediaVision Screeners amounting to \$28,220.00 for the Health 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

May 7, 2014

Date

JIM M. COPPINGER
COUNTY MAYOR



GAIL B. ROPPO
DIRECTOR
PURCHASING DEPARTMENT

HAMILTON COUNTY, TENNESSEE

March 21, 2014

Invitation to Bid – Hamilton County

Subject: Four (4) PediaVision Spot VS100 Vision Screeners 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: 11:00 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: "PediaVision Screeners".
Proposal/Bid Number: 0314-113

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

BID# 0314-113: Four (4) PediaVision Spot Vision Screeners
Hamilton County, TN

SPECIFICATIONS
PEDIAVISION SPOT VS100 VISION SCREENER

Hamilton County, Tennessee is soliciting sealed bids for four (4) PediaVision Spot VS100 Vision Screeners with carrying cases. This is a brand specific bid and no substitutions will be accepted.

Hamilton County is a tax exempt organization. Do not include sales, use or federal excise taxes in your bid.

Bid pricing to include shipping/delivery to:
Chattanooga/Hamilton County Health Department
921 East 3rd Street
Chattanooga, TN 37403

Bid Submission Requirements: The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on April 1, 2014 to the Hamilton County Purchasing Director at the address specified below.

<i>NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the bid. 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 bids must be received in the Purchasing Department by the specified deadline.</i>	
<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
BID # 0314-113: (4) PediaVision Spot Vision Screeners	BID # 0314-113: (4) PediaVision Spot Vision Screeners
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should directed to:
Tammy Burke, Chattanooga/Hamilton County Health Department, (423) 209-8177

Questions concerning bid procedures should be directed to:
Linda Chumbler, Purchasing Department, (423) 209-6350

Unit Price: _____ Total Bid Price: _____

Company Name: _____

By: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

- [Home](#)
 - [Solicitations](#)
 - [Vendors](#)
 - [Reports](#)
- [Setup](#)
 - [Events](#)
 - [Categories](#)
 - [Documents](#)
 - [Questions](#)
 - [Bidders](#)
 - [Bids](#)
 - [Log](#)

Solicitation 0314-113 - Log
PediaVision Spot Vision Screeners

3/21/2014 9:38 AM Eastern

Bids Due Date/Time: 4/01/2014 11:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 4/01/2014 11:00:00 AM Eastern
[Hide](#)

Message Summary	Message Detail	Document Detail					
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/21/2014 9:37:36AM	Eastern	Linda Chumbler	0314-113 - PediaVision Spot Vision Screeners	Invitation	Please click on the above solicitation number to access bid documents.	183	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 March 21, 2014, in the legal notices.

LEGAL NOTICE

Bids for four (4) PediaVision Spot VS100 Vision Screeners will be opened at 11:00 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



Four (4) PediaVision Screeners
 Health Department
 April 1, 2014

11:00 A.M.

Vendors:	School Nurse Supply Inc.	William V. MacGill & Co.	School Health
Bid Price:	\$28,220.00	\$29,360.00	\$30,399.56
Delivery:	10 days ARO	2-3 wks.	5-7 days
Terms:	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/21/2014
Vendor Notification:	183
Vendor Response:	3
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 514-7

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$189,000 (\$63,000 PER YEAR) TO PROVIDE SERVICES OF THE TENNESSEE BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM TO ELIGIBLE WOMEN IN HAMILTON COUNTY FOR A TIME PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2017.

WHEREAS, breast cancer is one of the leading causes of cancer death in women in the United States and cervical cancer is one of the most common cancers found in women in the United States; and,

WHEREAS, routine screening for these cancers may allow the detection of cancer at its earliest stages; and,

WHEREAS, cancers detected at the earliest stages are most successfully treated; and,

WHEREAS, the Tennessee Department of Health provides funding to support this program in Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the provision of the Tennessee Breast and Cervical Cancer Early Detection Program services for eligible women in Hamilton County.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date



GRANT CONTRACT

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

Begin Date July 1, 2014	End Date June 30, 2017	Agency Tracking # 34360-38415	Edison ID		
Contractor Legal Entity Name Chattooga-Hamilton County Health Department			Edison Vendor ID 4208		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.994			
Service Caption (one line only) Tennessee Breast and Cervical Early Detection Program Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015		\$63,000.00			\$63,000.00
2016		\$63,000.00			\$63,000.00
2017		\$63,000.00			\$63,000.00
TOTAL:		\$189,000.00			\$189,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional) HL00007856		Account Code (optional) 71301000			

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Tennessee Breast and Cervical Cancer Early Detection Program 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. "Case Management" means those activities performed by a county health department staff person to ensure that women receive the necessary screening and diagnostic services.
- b. "CDC" means the Centers for Disease Control and Prevention.
- c. "Never or rarely screened women" are those women who have never had or have not received a mammogram in two (2) or more years, or have never had a Pap test or have had one in five (5) or more years.
- d. "PTBMIS" means Patient Tracking Billing Management Information System the electronic registration and data collection system used by local health departments.
- e. "Referring" means sending the woman to other area providers who have agreed to provide mammograms and other diagnostic procedures for breast and cervical cases to confirm or rule out cancer.
- f. "Regional Coordinator" means the designated person at the regional level who is responsible for the administration, implementation and management of the program in the region's geographic area.
- g. "Screening" refers to those services provided to ensure that an eligible woman has a clinical breast examination or Pap test completed at the county health department or other affiliated screening agency in the county.
- h. TBCCEDP means "Tennessee Breast and Cervical Cancer Early Detection Program".
- i. "TC2" means Tennessee Cancer Coalition.
- j. "Timely access to services" means that a woman with abnormal results receives a final diagnosis within sixty (60) days of the screening date for breast abnormalities and ninety (90) days for cervical abnormalities.
- k. "Treatment" means access to TennCare for diagnosed women for all treatment services. TBCCEDP is prohibited by federal law from paying for treatment.

- A.3. Service Goals. The goal of TBCCEDP is to provide screening, diagnosis and treatment for breast and cervical cancer to eligible women in Tennessee. Pursuant to Title 42 USC §330k, TBCCEDP is paid for with federal money and is administered at the Federal level by CDC, at the state level by the state agency, and at the local level by county health departments and community health agencies affiliated with TBCCEDP.
- A.4. Service Recipients. Service recipients are Tennessee women who are uninsured or underinsured, below two hundred fifty percent (250%) of the federal poverty level based on family size and are fifty (50) years or older for breast screening and forty (40) years or older for cervical screening. Women who have suspicious symptoms for breast and cervical abnormalities can receive diagnostic services regardless of their age.
- A.5. Service Description. The Grantee shall use the grant funds to implement TBCCEDP as follows:
- a. Act as the local agency for TBCCEDP within its territorial jurisdiction;
 - b. Act in compliance with all Federal statutes, state regulations and program policies, guidelines and manuals;
 - c. The Regional Coordinator will serve as the link between the State and the local health department. This individual is responsible for administration, implementation and monitoring of local services. The Regional Coordinator is also responsible for reviewing claims, verifying enrollment in TBCCEDP prior to payment, assuring that case data has been received and correcting error reports from the State for data that is sent to CDC;
 - d. Provide an interpreter when needed for women requesting or needing TennCare enrollment following a cancer diagnosis;
 - e. Coordinate screening, referral and case management services with community health center screening sites in the region and serve as the regional contact for TBCCEDP. Coordination includes but is not limited to working with the TBCCEDP assigned Nurse liaison to annually review the regional referral provider network for breast and cervical diagnostics that cannot be provided by screening sites and expand as necessary to meet regional program needs;
 - f. Establish the screening service by providing eligibility review and enrollment, providing clinical breast examinations and pap tests and referring women to local providers for mammograms and diagnostic tests if indicated; and establish a re-screening system to remind enrolled women of their annual screening;
 - g. Provide outreach and education to identify the women who meet the never or rarely screened definition, ensure that any community education activities target the never or rarely screened woman who is most at risk for developing breast or cervical cancer;
 - h. Provide case management to women with abnormal screening results to make certain that timely access to diagnostic services and timely treatment is received;
 - i. Provide in-service training related to breast and cervical cancer at least once during the year for screening site staff; participate in quality assurance activities as outlined in the program manual available at (<http://health.state.tn.us/phix/welcome.aspx>); and monitor screening and regional referral providers for compliance and continuous improvement of the services offered;
 - j. Participate in the TC2 that meets at least twice annually during the contract period to coordinate breast and cervical cancer awareness, screening and referral activities in the Grantee's region;

- k. Participate in conference calls and attend field meetings scheduled by TBCCEDP.
- l. Coordinate presumptive eligibility services and procedures for TennCare enrollment with the regional clerical administration and/or staff person who has responsibility for TennCare enrollment; and
- m. The Regional Coordinator will serve as co-chair of the women's cancer workgroup associated with the Tennessee Cancer Coalition to implement the Cervical Cancer Free Tennessee initiative to educate women about the importance of pap tests and inform parents and young adults about the human papillomavirus infection vaccine (HPV) as a means to eliminate cervical cancer by 2040.

A.6. Service Reporting.

- a. Case information including registration screens and the TBCCEDP screens for breast and cervical services shall be entered into PTBMIS weekly for uploading to the regional and the State data base. The State provides periodic reports to regions on the number served and cases with missing data which must be completed by the regional or local health department before submittal to CDC in April and October each year.
- b. The Grantee shall submit a brief report on or before December 31st and June 30th of each year cataloging the activities of the previous six (6) months, including but not limited to in-service training, expansion of the regional referral provider network, and community outreach activities. These reports must include at least one story of a client assisted by the service.

A. 7. Deliverables.

DELIVERABLE	CONTRACT SECTION*	DELIVERY DATE	DUE TO WHOM?*	REQUESTED FORMAT
Regional Coordinator is to serve as the link	A.5.c.	On-going after contract initiation	TBCCEDP Program Director	Transmittal Data Sheets
Provide a language interpreter	A.5.d.	When needed or requested	Client	In person or by phone
Establish and maintain a referral provider network	A.5.e.	Annually	TBCCEDP Nurse Liaison	Word Document
Establish the screening services	A.5.f.	Contract Initiation	TBCCEDP Nurse Liaison	Word Document
Provide outreach and education	A.5.g.	On-going	Potential and participating clients in Hamilton County	Handouts and requested presentations
Follow-up with women with abnormal screening results	A.5.h.	On-going after contract initiation	TBCCEDP Nurse Liaison and Data Manager	Transmittal Data Sheets
Provide in-service training for screening site staff; participate in quality assurance activities and monitor screenings for compliance and improvement of services rendered	A.5.i.	Within three months of contract initiation	TBCCEDP Nurse Liaison	Email of training date and attendance number in word document

Attend TC2 meetings	A.5.j.	Twice annually	TBCCEDP Regional Coordinator	In person
Participate in conference calls and field staff meetings	A.5.k.	As scheduled by TBCCEDP	TBCCEDP Regional Coordinator	Phone or in person
Coordinate TennCare Presumptive Eligibility	A.5.l.	On-going after contract initiation	TBCCEDP Regional Coordinator	PTBMIS Client Data File
Provide Regional Coordinator as Co-chair of the womens' cancer workgroup of TC2	A.5.m.	On-going after contract initiation	TBCCEDP Regional Coordinator	Meeting Minutes
Enter case information into PTBMIS	A.6.a.	Weekly	TBCCEDP Program Director/Nurse Liaison	PTBMIS Client Data File
Submit report cataloging activities	A.6.b.	December 31st , June 30th of each year of the contract	TBCCEDP Program Director	Word Document

- A.8. Inspection and Acceptance. Acceptance of the work outlined above 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. All "To be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.
- A.9. 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 Tennessee Breast and Cervical Cancer Early Detection Program manual.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2017. 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 Hundred Eighty Nine Thousand (\$189,000). 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: Jeannette.Jackson@tn.gov or

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: Department of Health & 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:

Grace K. Luskin, APN
 Department of Health, Division of Family Health and Wellness
 Andrew Johnson Tower – 8th Floor
 710 James Robertson Parkway

Nashville, Tennessee 37243
 Email Address kelly.luskin@tn.gov
 Telephone # (615) 741-0370
 FAX # (615) 741-3806

The Grantee:

Rebekah Barnes, Administrator
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403
 Email Address beckyb@hamiltonn.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. 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.9. 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.10. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.

Jim Coppinger, County Mayor

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 TENNESSEE BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM (TBCCEDP) ROLL-UP				
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, 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	\$131,700.00	\$0.00	\$131,700.00
2	Benefits & Taxes	\$49,500.00	\$0.00	\$49,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,300.00	\$0.00	\$3,300.00
6	Telephone	\$900.00	\$0.00	\$900.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
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	\$3,300.00	\$0.00	\$3,300.00
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	\$189,000.00	\$0.00	\$189,000.00

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 TENNESSEE BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM (TBCCEDP)				
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	\$43,900.00	\$0.00	\$43,900.00
2	Benefits & Taxes	\$16,500.00	\$0.00	\$16,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,100.00	\$0.00	\$1,100.00
6	Telephone	\$300.00	\$0.00	\$300.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
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	\$1,100.00	\$0.00	\$1,100.00
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	\$63,000.00	\$0.00	\$63,000.00

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

SALARIES	AMOUNT
Dora Corker, Nurse Specialist - \$4,182.53 X 12 Months X 87.5 %	\$43,916.57
ROUNDED TOTAL	\$43,900.00

PROFESSIONAL FEES	AMOUNT
Routine Travel	\$100.00
Two Regional Meetings in Nashville	\$1,000.00
ROUNDED TOTAL	\$1,100.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

CHATTANOOGA - HAMILTON COUNTY HEALTH DEPARTMENT TENNESSEE BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM (TBCCEDP)				
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 <small>(detail schedule(s) attached as applicable)</small>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$43,900.00	\$0.00	\$43,900.00
2	Benefits & Taxes	\$16,500.00	\$0.00	\$16,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,100.00	\$0.00	\$1,100.00
6	Telephone	\$300.00	\$0.00	\$300.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
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	\$1,100.00	\$0.00	\$1,100.00
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	\$63,000.00	\$0.00	\$63,000.00

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

SALARIES	AMOUNT
Dora Corker, Nurse Specialist - \$4,182.53 X 12 Months X 87.5%	\$43,916.57
ROUNDED TOTAL	\$43,900.00

PROFESSIONAL FEES	AMOUNT
Routine Travel	\$100.00
Two Regional Meetings in Nashville	\$1,000.00
ROUNDED TOTAL	\$1,100.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 6)

CHATTANOOGA - HAMILTON COUNTY HEALTH DEPARTMENT TENNESSEE BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM (TBCCEDP)				
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	\$43,900.00	\$0.00	\$43,900.00
2	Benefits & Taxes	\$16,500.00	\$0.00	\$16,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,100.00	\$0.00	\$1,100.00
6	Telephone	\$300.00	\$0.00	\$300.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
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	\$1,100.00	\$0.00	\$1,100.00
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	\$63,000.00	\$0.00	\$63,000.00

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 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 7)

SALARIES	AMOUNT
Dora Corker, Nurse Specialist - \$4,182.53 X 12 Months X 87.5 %	\$43,916.57
ROUNDED TOTAL	\$43,900.00

PROFESSIONAL FEES	AMOUNT
Routine Travel	\$100.00
Two Regional Meetings in Nashville	\$1,000.00
ROUNDED TOTAL	\$1,100.00

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 #			CONTRACT PERIOD	
CONTRACTING STATE AGENCY	Tennessee Department of Health			FROM	TO
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.	
EDISON CONTRACT NUMBER					
OCR CONTRACT NUMBER					
				FOR CENTRAL OFFICE USE ONLY	
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	SPEEDCHART NUMBER:	
				USERCODE:	
				PROJECT ID:	
				AMOUNT:	
Salaries				SPEEDCHART NUMBER:	
Benefits				USERCODE:	
Professional Fee/Grant & Award				PROJECT ID:	
Supplies				AMOUNT:	
Telephone				SPEEDCHART NUMBER:	
Postage & Shipping				USERCODE:	
Occupancy				PROJECT ID:	
Equipment Rental & Maintenance				AMOUNT:	
Printing & Publications				SPEEDCHART NUMBER:	
Travel/Conferences & Meetings				USERCODE:	
Interest				PROJECT ID:	
Insurance				AMOUNT:	
Specific Assistance to Individuals				SPEEDCHART NUMBER:	
Depreciation				USERCODE:	
Other Non Personnel				PROJECT ID:	
Capital Purchase				AMOUNT:	
Indirect Cost				SPEEDCHART NUMBER:	
TOTAL				USERCODE:	

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

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 Title: _____
 Date: _____

ATTACHMENT:

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

File Names: Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls

do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Doug.Curry@tn.gov

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

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

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

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

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

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

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

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

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

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

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

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

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT FEDERAL ID #

CONTRACTOR/GRANTEE

CONTRACTING STATE AGENCY REPORT PERIOD

Item #	EXPENSE BY OBJECT:	TOTAL			
		TOTAL DIRECT PROGRAM EXPENSES	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				



Hamilton County Board of Commissioners RESOLUTION

No. 514-8

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT AMENDMENT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$416,700 TO PROVIDE SEXUALLY TRANSMITTED DISEASE AND HIV EDUCATION, PREVENTION AND CONTROL SERVICES IN HAMILTON COUNTY, FOR A TIME PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 AND REDUCE THE EXPENSE AND REVENUE BUDGETS BY \$45,900.

WHEREAS, sexually transmitted diseases, including HIV continue to be a public health threat in Hamilton County; and,

WHEREAS, appropriate and timely education, diagnosis, treatment and contact identification and treatment has been proven to be an effective means of controlling these diseases; and,

WHEREAS, the Chattanooga-Hamilton County Health Department provides this service to persons in Hamilton County; and,

WHEREAS, the Tennessee Department of Health provides funding to support this service; and,

WHEREAS, the Tennessee Department of Health reduced required activity in this contract's Scope of Service.

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

That the County Mayor be authorized to sign the attached contract amendment for the provision of sexually transmitted disease and HIV education, prevention and control services for the residents of Hamilton County for a time period of January 1, 2014 through December 31, 2014 and reduce the expense and revenue budgets by \$45,900.

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

May 7, 2014

Date



GRANT AMENDMENT

Agency Tracking # 34349-03514	Edison ID 39846	Contract # GG1439846	Amendment # 1		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) To decrease Surveillance funds					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: December 31, 2014			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			-\$45,900		
Funding --					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$16,700	\$191,650			\$208,350
2015	\$16,700	\$191,650			\$208,350
TOTAL:	\$33,400	\$383,300			\$416,700
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE</i>	
Speed Chart (optional) HL00007849		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GG1439846-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section A.2.h.
 - h. "Electronic HIV/AIDS Reporting System (eHARS)" means an application designed for the management, surveillance, and reporting of HIV/AIDS.

2. Grant Contract section A.5.b is deleted in its entirety and replaced with the following:
 - b. Surveillance Services
 - (1) The Grantee agrees to continue to provide surveillance services listed below in accordance with the State, HIV/STD Program:
 - i. Conduct epidemiologic investigations to determine patient risk for factors for each.
 - ii. Maintain the confidentiality of protected health information and the security of all patient records.
 - iii. Maintain regular contact and working relationships with providers of services to persons with HIV/AIDS.
 - iv. Provide information and education to regional health care officials and professionals regarding surveillance and reporting requirements and epidemiological statistics and trends as needed.
 - v. Coordinate all STD activities with other regions and State.

3. Grant Contract section A.5.c.(4) is deleted in its entirety and replaced with the following:
 - (4) Provide disease intervention services to accomplish the following objectives:
 - i. Achieve a contact index of 1.5 for every case interviewed of early syphilis and/or newly diagnosed case of HIV.
 - a. Equal to or greater than fifty percent (50%) of early syphilis cases will be treated within fourteen (14) days.
 - b. Equal to or greater than ninety percent (90%) of early syphilis cases will be treated within thirty (30) days.
 - c. Equal to or greater than ninety percent (90%) of early syphilis cases will be interviewed within thirty (30) days.

- d. Equal to or greater than seventy five percent (75%) of early syphilis cases interviewed result in at least one (1) partner screened and interviewed.
- ii. Chlamydia Treatment and Partner Services
 - a. Equal to or greater than fifty percent (50%) of all chlamydia cases will be treated within fourteen (14) days.
 - b. Equal to or greater than ninety percent (90%) of all chlamydia cases will be treated within ninety (90) days.
 - c. Equal to or greater than eighty percent (80%) of cases will be interviewed.
 - iii. Gonorrhea Treatment and Partner Services
 - a. Equal to or greater than fifty percent (50%) of all cases will be treated within fourteen (14) days
 - b. Equal to or greater than ninety percent (90%) of all cases will be treated within ninety (90) days.
 - c. Equal to or greater than eighty percent (80%) of cases will be interviewed.
 - iv. Equal to or greater than eighty percent (80%) of Gonorrhea/HIV co-infection (previous and newly diagnosed HIV) will be interviewed.
 - v. Equal to or greater than eighty percent (80%) of newly diagnosed HIV positive cases identified in STD clinics will be referred to HIV care within ninety (90) days of diagnosis.
 - vi. Equal to or greater than eighty percent (80%) of newly diagnosed HIV positive cases identified in STD clinics will attend first HIV care assessment appointment.
 - vii. Equal to or greater than eighty percent (80%) completeness of race, gender, age, ethnicity, treatment given, pregnancy status, provider information on index cases, Early Syphilis partner contact information (completeness of Interview records) in PTBMIS, PRISM, and eHARS.
 - viii. Identify Community Based Organizations and/or Community Healthcare Centers in Chattanooga/Hamilton County that provide clinical services to MSM.
 - ix. Identify and attend Chattanooga/Hamilton County safety net consortium meetings.
 - x. Provide chlamydia epidemiology and treatment education to the facilities identified in A.5.c.(4) ix. above.
 - xi. Provide STD education to one (1) safety net provider and one (1) Federally Qualified Health Care Center in Chattanooga/Hamilton County.

- xii. Identify one (1) safety net provider and one (1) CBO who provides STD services in Chattanooga/Hamilton County with which to collaborate in an ongoing educational program.
- xiii. Develop and deliver an STD health education presentation to the providers identified in A.5.c.(4) xii. above.
- xiv. Develop and deliver an STD policy presentation to key community stakeholders in Davidson County.
- xv. Identify providers in Chattanooga/Hamilton County with low rates of adequate Gonorrhea treatment.
- xvi. Collaborate with providers identified in A.5.c.(4) xv. above, to address and educate regarding CDC treatment Guidelines for Gonorrhea.

4. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Sixteen Thousand Seven Hundred Dollars (\$416,700). 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.

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

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

Amendment Effective Date. The revisions set forth herein shall be effective June 1, 2014. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:



4-22-14

GRANTEE SIGNATURE

DATE

Rebekah Barnes, Administrator

REBEKAH BARNES, DIRECTOR

HAMILTON COUNTY GOVERNMENT

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

JIM M. COPPINGER, COUNTY MAYOR

DEPARTMENT OF HEALTH:

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

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 2)

Chattanooga-Hamilton County Health Department		HIV Prevention		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 1/1/2014, and ending 12/31/2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$147,700.00	\$0.00	\$147,700.00
2	Benefits & Taxes	\$73,100.00	\$0.00	\$73,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,500.00	\$0.00	\$2,500.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,700.00	\$0.00	\$1,700.00
10	Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel/ Conferences & Meetings ²	\$1,500.00	\$0.00	\$1,500.00
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	\$229,000.00	\$0.00	\$229,000.00

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

SALARIES	AMOUNT
April Tumlin, Nurse Specialist \$4,323.25 x 12 x 100%	\$51,879.00
Malia, Hinson, Patient Service Representative, \$2,056.32 x 12 x 100%	\$24,675.84
Debra Wheeler, Patient Service Representative, \$2,277.30 x 12 x 100%	\$27,327.60
Cynthia Wood, Public Helath Representative, \$3,653.79 x 12 x 100%	\$43,845.48
TOTAL ROUNDED	\$147,700.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel	\$1,000.00
Statewide HIV/AIDS Meetings	\$500.00
TOTAL	\$1,500.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

Chattanooga Hamilton County Health Department		State STD		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 1/1/2014, and ending 12/31/2014.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$32,700.00	\$0.00	\$32,700.00
2	Benefits & Taxes	\$700.00	\$0.00	\$700.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$33,400.00	\$0.00	\$33,400.00

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.

No changes.

Andy Thomas, D.D.S.
Dental Program Manager
Chattanooga-Hamilton County Health Department
921 E. 3rd St.
Chattanooga, TN 37403
AndyT@HamiltonTN.gov
423.209.8105



Hamilton County Board of Commissioners RESOLUTION

No. 514-9

A RESOLUTION ACCEPTING AN ADDITIONAL \$21,250 IN TENNCARE/MEDICAID ELECTRONIC HEALTH RECORD PROVIDER INCENTIVE PROGRAM MONEY INCREASING BOTH REVENUES AND EXPENSES BY SAID AMOUNT IN THE HEALTH DEPARTMENT'S RECORDS MANAGEMENT BUDGET - 103570.

WHEREAS, the Health Department has qualified for additional funds for the implementation of an electronic health record purchased by resolution number 913-14 on 9/4/2013, and

WHEREAS, the TennCare Bureau has granted the Health Department an additional \$21,250 for an additional qualified provider, and

WHEREAS, the funds are needed for implementation of the program during this fiscal year.

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

That \$21,250 in TennCare/Medicaid provider incentive funds be accepted increasing both revenues and expenses by said amount in the Health Department's Records Management budget - 103570.

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

May 7, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 514 -10

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF HEALTH PROMOTION SERVICES USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$121,700 FOR THE PERIOD BEGINNING JULY 1, 2014, ENDING JUNE 30, 2015.

WHEREAS, the State of Tennessee, Department of Health has allocated \$121,700 to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for a continuation contract for the purpose of providing health programs and services that promote the prevention of disease, illness, injury and premature death; and

WHEREAS, these services will include the planning, implementation, monitoring and evaluation of evidence-based health promotion programs designed to address selected Healthy People 2020 goals and Primary Prevention Initiative goals adopted by the Tennessee Department of Health, Division of Family Health and Wellness; and

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to continue a contractual arrangement with the State of Tennessee, Department of Health for the provision of health promotion programs and services as noted above and further delineated in the contract and scope of services for an amount not to exceed \$121,700 for the period beginning July 1, 2014, ending June 30, 2015.

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

That the County Mayor be authorized to execute a contract between the State of Tennessee, Department of Health and the Health Services Division, Hamilton County, Tennessee, doing business as the Chattanooga-Hamilton County Health Department for the provision of Health Promotion Services for an amount not to exceed \$121,700, which is included in the revenue and expense budget for the Chattanooga-Hamilton County Health Department, for the period beginning July 1, 2014, ending June 30, 2015.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date



GRANT CONTRACT

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

Begin Date July 1, 2014	End Date June 30, 2015	Agency Tracking # 34360-49615	Edison ID		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department				Edison Vendor ID 4208	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.991			
Service Caption (one line only) Health Promotion Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015		\$121,700.00			\$121,700.00
TOTAL:		\$121,700.00			\$121,700.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional) HL00008097		Account Code (optional) 71301000			

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Health Promotion 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. Healthy People 2020 is the ten (10) year program of national goals and objectives developed the U.S. Department of Health and Human Service to reduce disease and improve the health of all Americans.
- b. PHHS Block Grant is the Preventive Health and Human Services Block Grant which provides federal funds to states to tailor prevention and health promotion programs to their particular public health needs.
- c. Primary Prevention Initiative (PPI) - An initiative whose goal is to focus energy on primary prevention efforts, which is supportive of implementing interventions before there is evidence of a disease or injury. The intent of the initiative is to reduce or eliminate causative risk factors.

A.3. Service Goals. To promote Healthy People 2020 goals in Hamilton County.

A.4. Service Recipients. Residents of Hamilton County who participate in the health promotion activities and educational programs provided by this grant.

A.5. Service Description.

- a. The Grantee shall facilitate the planning, implementation and evaluation of community-driven and evidence-based health promotion programs designed to achieve the following Healthy People 2020 goals adopted by the Department of Health, Division of Family Health and Wellness:
 - (1) Attain high-quality, longer lives free of preventable disease, disability, injury, and premature death;
 - (2) Achieve health equality, eliminate disparities, and improve the health of all groups;
 - (3) Create social and physical environments that promote good health for all; and
 - (4) Promote quality of life, healthy development, and healthy behaviors across all life stages.

- b. The Grantee shall participate in meetings, trainings, teleconferences and/or conferences as requested by the Department of Health and attend the Health Promotion program's monthly teleconferences and any additional meetings, trainings, teleconferences and/or conferences requested by the Department of Health. The Grantee's Health Promotion Coordinator and Health Educator(s) must attend the above referenced events for the purposes of sharing and receiving information and direction from the Department of Health, Division of Family Health and Wellness.
 - c. The Grantee shall utilize Preventive Health and Human Services (PHHS) Block Grant funding to support and maintain staffing for a Regional Health Promotion Coordinator and/or local Health Educator(s) and for activities for planning, administering and monitoring Hamilton County health promotion services.
 - d. The Grantee shall develop a comprehensive PPI with SMART (Specific, Measurable, Attainable, Realistic, Timely) objectives to be accomplished on an annual basis adopted from its PPI proposals. The Grantee shall:
 - (1) Facilitate health promotion programs as recommended by the Health Promotion Program, using PPI focus areas as determined by the State;
 - (2) Partner with community organizations and coalitions to plan and implement a social marketing campaign which addresses the risk factors associated with its PPI. This social marketing should include policy and/or environmental change, health communication/health literacy and individual or group programs which support the Initiative;
 - (3) Partner with community organizations and coalitions to plan, provide and/or participate in national, state and local health promotion campaigns to include, at a minimum, Public Health Week;
 - (4) Support the Hamilton County health council's interventions aimed at achieving the goals identified in the PPI;
 - (5) Collaborate with and participate in coalitions to promote policy related to health promotion and environmental change initiatives and to provide resources including, but not limited to, data, technical assistance, educational materials, and incentives;
 - (6) Assist the Department of Health in providing available resources to the community to address identified focus areas and evaluating the effective use of those resources; and
 - (7) Document, evaluate and monitor the effectiveness of the health promotion program in achieving PPI and PHHS Block Grant goals, including outcomes such as policy changes, changes in social norms (Knowledge, Attitudes, Beliefs, and Behaviors), and individual and community participation in local and statewide efforts using evidence-based techniques.
- A.6. Service Reporting. The Grantee shall submit all required plans and reports to the central office Health Promotion program in a timely manner. The PPI projects shall be submitted in the PPI format, as approved by the State, by August 1, 2014. All PPI activities shall be reported in a format, as approved by the State, as PPI activities are completed.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Facilitate programs designed to achieve the following Healthy People 2020 goals	A.5.a.	Ongoing	Residents of Hamilton County	To Be Determined
Participate in trainings, conferences, teleconferences and meetings as requested by the State	A.5.b.	To Be Determined	Central Office Health Promotion Program	In person or by phone
Utilize PHHS Block Grant funding to support and maintain staffing for a Regional Health Promotion Coordinator and/or local Health Educator(s) and for activities for planning, administering and monitoring Hamilton County health promotion services	A.5.c.	Ongoing	Grantee	Not applicable
Develop and submit Primary Prevention Initiatives	A.5.d. and A.6.	August 1, 2014	Central Office Health Promotion Program Director	As provided by the State
Report Primary Prevention Initiative activities	A.6.	Ongoing	Central Office Health Promotion Program Director	As provided by the State

A.8. 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. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.9. 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 most current version of the Grantee's PPI based on the Ten Essential Services of Public Health as defined in the PHHS Block Grant Guidance.

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 One Hundred Twenty One Thousand Seven Hundred Dollars (\$121,700). 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: anita.ransom@tn.gov, or

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:

Melissa Blair, MS
Deputy Director, Division of Family Health and Wellness
Tennessee Department of Health
8th Floor
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: Melissa.Blair@tn.gov
Telephone # (615) 532-7772
FAX # (615) 532-7189

The Grantee:

Rebekah Barnes, Director
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, Tennessee 37403-2102
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. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. 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.11. 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.12. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.13. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

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

93.991 – Health Promotion Preventive Health & Health Services Block Grant

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE	DATE
Rebekah Barnes, Director	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE	DATE
Jim Coppinger, County Mayor	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER	DATE
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Chattanooga-Hamilton County Health Department - Health Promotion				
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	106,300.00	\$0.00	106,300.00
2	Benefits & Taxes	\$15,400.00	\$0.00	15,400.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$121,700.00	\$0.00	\$121,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policv3.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
Vacant , Public Health Educator - \$3,258.17 x 12 x 100%	\$ 39,098.04
Carleena Angwin, Public Health Educator - \$3,456.59 x 12 x 100%	\$ 41,479.08
Keena Mundy, Secretary - \$2,748.42 x 12 x 78%	\$ 25,725.21
TOTAL ROUNDED	\$ 106,300.00

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	
FEDERAL ID#		Edison Vendor #		FROM	TO
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD	
PROGRAM AREA				FROM	TO
EDISON CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
OCR CONTRACT NUMBER					
	(A)	(B)	(C)	FOR CENTRAL OFFICE USE ONLY	
BUDGET	TOTAL	AMOUNT BILLED	MONTHLY		
LINE	CONTRACT	YTD	EXPENDITURES	SPEEDCHART NUMBER:	
ITEMS	BUDGET		DUE	USERCODE:	
		(MO./DAY/YR.)		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

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 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

Telephone 615-532-7115

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

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 have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

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

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

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

Line 39 Program Income

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

Line 40 Other Matching Revenue

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

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

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

Line 43 Total Revenue

Add lines 33, 41, and 42

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

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

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

Line 52 OTHER UNALLOWABLE EXPENSES:

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

Line 53 EXCESS ADMINISTRATION:

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

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

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

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

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

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

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

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

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

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

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

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

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

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

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

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

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____

FEDERAL ID # _____

CONTRACTING STATE AGENCY _____

REPORT PERIOD _____

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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



Hamilton County Board of Commissioners

RESOLUTION

No. 514-11

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MARCH 1, 2014, THROUGH MARCH 31, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between March 1, 2014, through March 31, 2014.

March 4, 2014, \$22,954.07 for 8,549 gallons of E-10 gasoline at 2.6850 per gallon from Collins Oil Company, Inc.

March 6, 2014, \$11,543.09 for 4,029 gallons of regular unleaded gasoline at 2.8650 per gallon from Jat Oil & Supply, Inc.

March 11, 2014, \$20,237.45 for 7,514 gallons of E-10 gasoline at 2.6933 per gallon from Parman Lubricants.

March 13, 2014, \$2,169.30 for 700 gallons of regular unleaded gasoline at 3.0990 per gallon from Jat Oil & Supply, Inc.

March 19, 2014, \$23,371.88 for 8,533 gallons of E-10 gasoline at 2.7390 per gallon from Jat Oil and Supply, Inc.

March 19, 2014, \$23,393.80 for 8,541 gallons of E-10 gasoline at 2.7390 per gallon from Jat Oil & Supply, Inc.

March 19, 2014, \$23,208.97 for 7,509 gallons of diesel fuel at 3.09082 per gallon from Parman Lubricants.

March 21, 2014, \$1,994.03 for 587 gallons of regular unleaded gasoline at 3.39698 per gallon from Sweetwater Valley Oil Co.

March 26, 2014, \$3,711.70 for 1,092 gallons of regular unleaded gasoline at 3.39899 per gallon from Jat Oil & Supply, Inc.

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

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date

Unleaded Gasoline	March 2014	YTD
Gallons Purchased	6,408	39,766
Total Cost	\$19,418.11	\$116,540.95
Average Cost/Gallon	\$3.0303	\$2.9307
E-10		
Gallons Purchased	33,137	343,272
Total Cost	\$89,957.19	\$908,063.28
Average Cost/Gallon	\$2.7147	\$2.6453
Diesel		
Gallons Purchased	7,509	151,685
Total Cost	\$23,208.97	\$467,067.07
Average Cost/Gallon	\$3.0908	\$3.0792
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 514-12

A RESOLUTION TO WAIVE THE PURCHASING RULES AND AUTHORIZE THE COUNTY MAYOR TO TRANSFER A COMMERCIAL GRADE WASHING MACHINE TO THE HUMANE EDUCATION SOCIETY (HES) OF CHATTANOOGA.

WHEREAS, the Hamilton County Purchasing Rules and Regulations require the marketing of or sale of county-owned surplus property (specialty equipment) at public auction; and,

WHEREAS, the Hamilton County Purchasing Rules and Regulations have no provisions for donating surplus county property to another governmental or non profit agency, that authority residing with the Hamilton County Commission; and,

WHEREAS, the equipment was installed in and included with the McDaniel Building donated to the county by Life Care Centers of America; and,

WHEREAS, the county has no use for this equipment and there is a need at the Humane Education Society of Chattanooga.

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

That the Board of County Commissioners does hereby waive the purchasing rules and donate the herein described surplus property to the Humane Educational Society 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

May 7, 2014

Date

Getting to Zero™



**212 N. Highland Park Ave.
Phone: (423)624-5302**

**Chattanooga, TN 37404
Web: www.heschatt.com**

22 April, 2014

The Humane Educational Society is in need of a commercial washing machine. If available, we would greatly appreciate if the county were to make a donation to the Humane Society. We currently are without the ability to wash blankets and towels, items that are used every day to care for the homeless animals.

Sincerely,


Bob Citrullo

Executive Director



Hamilton County Board of Commissioners RESOLUTION

No. 514-13

A RESOLUTION ACCEPTING THE BIDS OF GUARDIAN EMS PRODUCTS, BOUND TREE MEDICAL, LLC AND PHYSIO-CONTROL, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 7, 2014, THROUGH MAY 6, 2015, FOR MEDICAL SUPPLIES 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 medical supplies for Emergency Medical Services; and,

WHEREAS, the bids from Guardian EMS Products, Bound Tree Medical, LLC and Physio-Control, Inc. were considered to be the lowest and best overall bids 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 bids of Guardian EMS Products, Bound Tree Medical, LLC. and Physio-Control, Inc. for one (1) year contract pricing, beginning May 7, 2014, through May 6, 2015, for medical supplies for Emergency Medical Services are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date

TO: Linda Chumbler

FROM: Lt. Eric Ethridge

RE: Medical Supply Bid Evaluation

DATE: April 16, 2014

The following vendors were the lowest bid meeting specification for the medical supplies for EMS. Boundtree Medical presented the lowest cost bid with the majority of items bid and when all items were totaled together was least costly. Phyio- Control is selected for provision of items related our cardiac monitors for compatibility. Guardian EMS to supply the disaster pouch as best bid, BoundTree did not bid the disaster pouch.

Guardian EMS Products
1384 Poinsetia Ave. Suite 10
Vista, CA 92081
Phone 855-650-1732
Fax: 760-650-1739

Disaster Pouch \$32.05

Bound Tree Medical
P.O. Box 8023
Dublin, OH 43016-2023
Phone: 800-533-0523
Fax: 800-257-5713

Extrication Collar Adult:	\$3.90
Extrication Collar, Pedi:	\$3.90
Backboard Strap:	\$1.35
Head Immobilizer:	\$6.37
Wool Blanket	\$13.70
I.V. Tubing 10gtt:	\$1.24
PRN (INT) Adapter:	\$1.28
Veni-Gard I.V.:	\$0.3305

Combi-Tube:	\$40.50	
BVM, Adult Ambu:	\$8.45	
BVM, Pediatric Ambu:	\$10.00	
Esophageal Detector	\$1.98	
Tube Holder, Adult	\$2.60	
Tube Holder, Pediatric	\$2.60	
Malleable Splint:	\$4.79	
Normal Saline Flush	\$0.32	
Latex Free Tourniquet:	\$0.18	
Sager Traction Splint:	\$297.67	
Clam Shell Device:	\$175.60	
Padded Board Splints Set:	\$35.12	
Padded Board Splint 15":	\$2.04	
Padded Board Splint 36":	\$3.51	
Padded Board Splint 54":	\$4.92	
Res-Q-Vac Adult Kit	\$64.90	
Res-Q-Vac Adult Refill	\$14.17	
Res-Q-Vac Pedi. Refill	\$13.59	
IO 15g Adjustable	\$8.95	
IO 18g Adjustable	\$8.95	
Big Stick Suction Tip	\$1.91	
O2 Resq CPAP System	\$34.25	
MAST Trousers	\$635.00	
Bougie 15 French	\$3.86	
Long Spine Board	\$136.95	
NIBP Tubing, Coiled	\$41.16	
Infant Cuff	\$17.09	
Pediatric Cuff	\$17.90	
Adult Cuff	\$21.97	
Large Adult Cuff	\$24.41	
X-Large Adult Cuff	\$36.62	
12-Lead Trunk Cable	\$263.72	
12-Lead ECG Cable 6-Wire	\$104.00	
QUIK-COMBO Adult	\$10.99	
Pediatric QUIK-COMBO	\$11.77	
QUIK-COMBO Therapy Cable	\$271.86	
RC Patient Cable 4 foot cable	206.5	
Rainbow Direct Connect Reusable Sensor		\$686.95
Rainbow Direct Connect Resusable Sensor Pediatric		\$703.34
Capnography FilterLine Set Adult/Pedi 200 cm		\$200.00
Capnography FilterLine Set Adult/pedi 400 cm		\$201.00
Capnography FilterLine SET Pedi/neonate		\$252.00
Smart CapnoLine Plus Adult with O2 Adult 200cm		\$221.00
Smart CapnoLine Plus Adult with O2 Adult 400cm		\$240.00
CapnoLine Pedi w/O2		\$300.00
Standard Carrying Case		\$220.80
Back Pouch		\$59.50
Breathsaver		\$151.14

LA Rescue Trauma Bag	\$60.25
Plano 747M	\$109.23
Flambeau 2072	\$47.04
Portable O2 Regulator	\$57.00

Physio-Control Inc.
11811 Willows Rd NE
Redmond, WA
Phone: 800-442-1142
Fax: 425-867-4970

NIBP Tubing, Coiled	\$45.90
Infant Cuff	\$17.85
Pediatric Cuff	\$20.40
Adult Cuff	\$24.65
Large Adult Cuff	\$27.20
X-Large Adult Cuff	\$39.95
12-Lead Trunk Cable	\$283.90
12-Lead ECG Cable 6-Wire	\$112.20
QUIK-COMBO Adult	\$28.00
Pediatric QUIK-COMBO	\$29.25
QUIK-COMBO Therapy Cable	\$292.40
RC Patient Cable 4 foot cable	\$211.65
RC Patient Cable 12 foot cable	\$315.35
Rainbow Reusable Sensor Adult	\$676.60
Rainbow Reusable Sensor Pediatric	\$798.15
Rainbow Adhesive Sensor Infant	\$616.25
Rainbow Adhesive Sensor Neo/Adult	\$595.00
Rainbow Adhesive Sensor Adult	\$595.00
Rainbow Adhesive Sensor Pediatric	\$616.25
Rainbow Direct Connect Reusable Sensor	\$717.40
Rainbow Direct Connect Reusable Sensor Pediatric	\$717.40
Capnography FilterLine Set Adult/Pedi 200 cm	\$224.00
Capnography FilterLine Set Adult/pedi 400 cm	\$251.20
Capnography FilterLine SET Pedi/neonate	\$436.00
Smart CapnoLine Plus Adult with O2 Adult 200cm	\$280.00
Smart CapnoLine Plus Adult with O2 Adult 400cm	/\$988.00*
Smart CapnoLine Plus Adult with O2 Adult 400cm	\$356.00
CapnoLine Pedi w/O2	\$340.00
Standard Carrying Case	\$241.40
Back Pouch	\$62.05

EMS Disposable Medical Supplies

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing to furnish Hamilton County Emergency Medical Services Disposable Medical Supplies and Equipment to be ordered on an as needed basis.

Bid price to include shipping/delivery to:

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

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on March 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# 0214-104: Disposable Medical Supplies". 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.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 0214-104: (1)year contract unit pricing for Disposable Medical Supplies	Bid # 0214-104: (1)year contract unit pricing for Disposable Medical Supplies
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

One (1) year contract pricing to furnish Hamilton County Emergency Medical Service Disposable medical supplies and equipment to include: Disposable head immobilizers, adjustable cervical collars, disposable restraint straps, I.V tubing, I.V. extension sets (INT or PRN adapter with extension tubing), Transparent I.V. dressing, Dual lumen airway (Combi-Tube), Esophageal detection device, endotracheal tube holders, and malleable splints, board splints, latex free tourniquets, pre-filled saline flush syringes, traction splints, clam shell devices, suction tips, Res-Q-Vac suction, Intraosseous needles, CPAP supplies, LifePak 15 supplies, Disaster Pouches, MAST trousers, Spine Boards, Portable oxygen regulators, EMS Medical bags and cases. Estimated usage is detailed below for each item. Each item to be ordered on an as needed basis sizes and amounts to be determined at time of order. All items must meet applicable standards, rules, regulations, and laws for Tennessee Emergency Medical Services. Each item is to be priced individually. Brands other than those specified must submit specifications and sample at time of bid. Samples will not be returned following evaluation.

Each item listed will be awarded separately to the lowest bidder meeting specifications.

It is not necessary to bid all items listed.

Specifications:

1. Rigid one piece adjustable extrication collar adjustable:

Ambu Perfit ACE and Ambu Mini Perfit Ace adjustable collar or equivalent:

Sizing: Adult- 16 precise sizes within the 4 standard adult sizes. Range neckless (size 3) to Tall (Size 6). **Usage approximately 3000 per year.**

Pediatric- 12 precise sizes within the 3 standard sizes. **Usage approximately 300 per year.**

Must store flat with preshaped flip chin piece for easy storage.

CT and MRI compatible. Ventilated posterior shell for fluid drainage. Nasal Cannula holder on collar body. Two safety buttons to lock sizing on collar body.

2. Disposable 9 foot one piece backboard restraint strap-Usage approximately 10,000 per year.

9 feet in length, constructed of two (2") inch polypropylene webbing, orange or black in color Straps to have plastic side release buckle and must be X ray translucent.

3. Disposable head immobilizer-Usage approximately 3000 per year.

Compliance Dispos-O-Blocks, Quad Med EHI-1418 or Phoenix Frontier AP2044 or equivalent Foam Block head immobilizer. No white or light colored products.

Measurements: 9" Length x 5.25" Height x 2.75" Width at top and 4.125" Width at bottom.

Includes a set of 3' head/chin tape.

No Adhesive of any type on the blocks themselves.

4. Wool blanket 62 inch x 80 inch flame retardant blanket, grey or blue in color.

5. Primary I.V. Tubing, Sterile, 10 drop 83 inch one needless site (luer lock) and one split septum (needle) injection site with rotary luer lock adapter. Usage approximately 6000 per year.

Amsino 180306 or equivalent.

6. I.V. extension set 8" sterile with PRN adapter (INT) Needless with rotary luer lock adapter with Roberts clamp. Usage approximately 10,000 per year.

Amsino AE3108 or equivalent.

7. Transparent I.V. dressing box of 100. Usage approximately 120 boxes per year.

Conmed Veni-Gard Adult. Part # 705-4431. No substitution

- 8. Combi-tube dual lumen airway device. No substitution. Usage approximately 800 per year.** Kendal/Mallinckrodt Part # 5-18441. Size 41 French (Adult size). Device must be packaged in roll-up package and also contain 20ml syringe and 140ml syringe, suction catheter and elbow.
- 9. Bag Valve Mask Adult - Ambu Spur II disposable. No substitution Usage approximately 500 per year.**
Adult Ambu # 520211000B - With reservoir bag and adult mask and oxygen supply tubing.
- 10. Repro Med (RMS Products) Res-Q-Vac Adult Refill Usage** or equivalent
Wide bore flexible tubing, adult canister and cap.
- 11. Repro Med (RMS Products) Res-Q-Vac Pediatric Refill Usage** or equivalent
8 French pediatric suction catheter, canister for pediatric usage and cap.
- 12. Intraosseous Needle 15 gauge adjustable length. Usage approximately 100**

Jamshidi type disposable I.O. needle 15 gauge with adjustable length suitable for manual insertion in pediatric patients. Adjustable length of 3/8" to 1 7/8".
- 13. Intraosseous Needle 18 gauge adjustable length. Usage approximately 100**

Jamshidi type disposable I.O. needle 15 gauge with adjustable length suitable for manual insertion in pediatric patients. Adjustable length of 3/8" to 1 7/8".
- 14. Pharyngeal Suction Tip Usage approximately 500 per year. No substitution**
SSCOR Inc "Big Stick" #44241
- 15. O2 Resq CPAP system No substitution**
Bitrac Ed full face mask with 30/22mm elbow, omniclip and head strap, flow generator and 72" corrugated anti-asphyxia circuit with 3-Set O2- CPAP valve 5.0 cm, 7.5 cm, and 10.0 cm CPAP valve, adult large mask. Ref# 313-7055X
- 16. Medical Anti Shock Trouser (MAST) - Usage approximately 5 per year.**
Mast III-A or equivalent Adult size trauma air pants with carrying case, tubing and pump. Suit should have a vinyl type outer covering with Velcro[®] closures.
- 17. Endotracheal Tube Introducer (Bougie), 15 French, Angled Tip, Single use. Approximate usage 200**
Portex or equivalent adult size endotracheal tube introducer.
- 18. Disaster Pouch (Adult)**
6 Carry Handles suitable for handling by 2, 4 or 6 persons. Static lift tested to 450 lbs (204 kg) capacity. Sealed seams for superior resistance to leakage during transport and to comply with OSHA Regulation 3130. Must be manufactured to and comply with U.S. Gov't and Department of Defense (DOD) specifications for disaster response Human Remains Pouch National Stock Number - NSN: 9930-01-331-6244 Impervious abrasion resistant exterior material Envelope style easy access zipper opening Exterior material 14 oz. - 18 mil HD vinyl coated scrim

Maintain identification and "Chain of Custody" integrity using our serialized tamper resistant zipper pull seals, BBID-KIT or our new disaster ID kit.

19. Long Spine Board

The BAK-PAK II™ spine board or equivalent. Spine board will be blue in color with pins for straps. Constructed of LLD polyethylene, and foam-filled Convex bottom with built-in runners. Extra-large hand holds to allow bulky gloved hands to fit. Compatible with most head immobilizers. Must be 100% X-ray translucent and Impact resistance in hot or cold temperatures. Highly resistant to blood, oils, acids and other chemical contaminants. Dimensions: 72 inch x 16 inch x 1.13 inch Minimum load capacity: 450 lbs **Usage approximately 50 per yer.**

20. Breathsaver Airway Bag

Iron Duck brand part number 34016D Color Green for compatibility with currently existing bags. 27" L x 13" W x 11" H – 3,861 cu in. No substitution.

21. LA Rescue Trauma Attack Pack

Reflexite Trim, 20inch L x 13inch W x 11inch H, Color Red for compatibility with currently existing bags. No substitution.

22. Plano 747M Medical box

Plano brand part number 747-004 three tray front access medical box. No substitution for compatibility with existing boxes.

23. Flambeau 2072 Medical box

Flambeau Medical Products part number PM2072 dimensions 17 1/8" x 9 1/2" x 5" paramedic box, lockable with two tip-proof cantilever trays and 10 compartments. No substitution for compatibility with existing boxes.

24. Portable Oxygen Regulator

Brass Core Regulator, 0-25 LPM, CGA 870, Right Hand Dial, Barb Outlet, 1 PTO. Patented brass core in all areas that contact high-pressure oxygen Meets ASTM-G-175-03 promoted ignition tests. Inlet pressure: 200-3,000 PSI Outlet pressure: 50 PSI

Materials: All brass in high-pressure and relief-valve zones, 20-micron, sintered-bronze inlet filter, Teflon pressure regulating seat, Viton and silicone o-rings, stainless steel fasteners and springs. FDA-recommended brass and Viton seal washer. Usage Approximately 60 per year.

25. Life Pak 15 Accessories listed below. Physio-Control products for compatibility with existing cardiac monitors. No substitution. Part numbers listed are Physio-Control part numbers.

Quantities to support 19 devices in normal usage.

NIPB Supplies

NIBP Tubing, Coiled 21300-007300 (2-9ft)

NIBP Cuffs

Infant cuff8 - 14 cm 11160-000001
Pediatric 13 - 20 cm 11160-000003
Adult 26 - 35 cm 11160-000005
Large Adult 32 - 42 cm 11160-000007
X-Large Adult 45 - 44 cm 11160-000009

ECG Monitoring Accessories

12-Lead ECG Cable Trunk Cable with 4-Wire Limb Leads

Physio-Conrol Part# 11111-000020 (8ft)

12-Lead ECG Cable 6-Wire Precordial Attachment

Physio-Conrol 11111-000022

EDGE System Electrodes with QUIK-COMBO Connector and REDI-PAK™ Pre-connect System 42 in. leadwire length Physio-Conrol Part# 11996-000017

Pediatric EDGE System RTS Electrodes with QUIK-COMBO Connector

Physio-Conrol Part# 11996-000093

QUIK-COMBO Therapy Cable With convenient TRUE-LOCK™ Cable Physio-Conrol Part# 11113-000004

Masimo SET® RC Patient Cables

RC Patient Cable For use with M-LNCS and Rainbow Patient Sensors

Physio-Conrol Part# 11171-000037 (4ft)
Physio-Conrol Part# 11171-000038 (12ft)

Rainbow Reusable Sensor

Physio-Conrol Part# 11171-000049 (Ad)
Physio-Conrol Part# 11171-000050 (Ped)

Rainbow Adhesive Sensor (10/box)

Physio-Conrol Part# 11996-000342 (Inf)
Physio-Conrol Part# 11996-000341 (Neo/Ad)

Rainbow Adhesive Sensor (10/box)

Physio-Conrol Part# 11996-000339 (Ad)
Physio-Conrol Part# 11996-000340 (Ped)

Adult Rainbow Direct Connect Reusable Sensor

Physio-Conrol Part# 11171-000032 (8ft)

Pediatric Rainbow Direct Connect Reusable Sensor

Physio-Conrol Part# 11171-000033 (8ft)

Capnography Filterlines

FilterLine® SET

Adult/Pediatric

Physio-Conrol Part# 11996-000081 (25/pk, 200 cm)

Physio-Conrol Part# 11996-000164 (25/pk, 400 cm)

Infant/Neonatal

Physio-Conrol Part# 11996-000001 (25/pk)

Smart CapnoLine® Plus Adult with O2

Physio-Conrol Part# 11996-000163 (25/pk, 200 cm)

Physio-Conrol Part# 11996-000167 (100/pk, 200 cm)

Physio-Conrol Part# 11996-000165 (25/pk, 400 cm)

Smart CapnoLine Pediatric with O2

Physio-Conrol Part# 11996-000128 (25/pk, 200 cm)

LifePak 15 Cases and Pouches

Standard Carrying Case Includes right pouch and left pouch, for use with LIFEPAK 15 monitor/defibrillator. Physio-Conrol Part# 11577-000002

Back Pouch LIFEPAK 15 monitor/defibrillator. Physio-Conrol Part# 11260-000039

Bid Sheet page 1 of 11

Vendor _____

Extrication Collar, Adult \$ _____ each

Brand _____

Part# _____

Extrication Collar, Pediatric \$ _____ each

Brand _____

Part# _____

Backboard Strap \$ _____ each

Brand _____

Part# _____

Head Immobilizer \$ _____ each

Brand _____

Part# _____

Wool blanket \$ _____ each

Brand _____

Part# _____

I.V. Tubing 10gtt \$ _____ each

Brand _____

Part# _____

PRN (INT) Adapter \$ _____ each

Brand _____

Part# _____

Bid Sheet page 2 of 11

Vendor _____

Veni-Gard I.V. dressing \$ _____ each

Brand No Substitution

Part# _____

Combi-Tube \$ _____ each

Brand No Substitution

Part# _____

BVM, Adult Ambu \$ _____ each

Brand No Substitution

Part# _____

BVM, Pediatric Ambu \$ _____ each

Brand No Substitution

Part# _____

Esophageal detector \$ _____ each

Brand _____

Part# _____

Tube holder, Adult Laerdal \$ _____ each

Brand No Substitution

Part# _____

Tube holder, Pedi. Laerdal \$ _____ each

Brand No Substitution

Part# _____

Bid Sheet page 3 of 11

Vendor _____

Malleable splint \$ _____ each

Brand _____

Part# _____

Normal Saline Flush \$ _____ each

Brand _____

Part# _____

Latex Free Tourniquet \$ _____ each

Brand No Substitution

Part# _____

Sager Traction Splint \$ _____ each

Brand No Substitution

Part# _____

Clam Shell Device \$ _____ each

Brand _____

Part# _____

Padded Board Splints Set \$ _____ each

Brand _____

Part# _____

Padded Board Splint 15" \$ _____ each

Brand _____

Part# _____

Bid Sheet page 4 of 11

Vendor _____

Padded Board Splint 36" \$ _____ each

Brand _____

Part# _____

Padded Board Splint 54" \$ _____ each

Brand _____

Part# _____

Res-Q-Vac Adult Kit \$ _____ each

Brand _____

Part# _____

Res-Q-Vac Adult Refill \$ _____ each

Brand _____

Part# _____

Res-Q-Vac Pedi. Refill \$ _____ each

Brand _____

Part# _____

Bid Sheet page 5 of 11

Vendor _____

I.O. needle 15 g adjustable \$ _____ each

Brand _____

Part# _____

I.O. needle 18 g adjustable \$ _____ each

Brand _____

Part# _____

Big Stick Suction Tip \$ _____ each

Brand No Substitution

Part# _____

O2 Resq CPAP System \$ _____ each

Brand No Substitution

Part# _____

MAST Trousers \$ _____ each

Brand _____

Part# _____

Bougie 15 French \$ _____ each

Brand _____

Part# _____

Bid Sheet page 6 of 11

Vendor _____

Disater Pouch, Adult \$ _____ each

Brand _____

Part# _____

Long Spine Board \$ _____ each

Brand _____

Part# _____

NIBP Tubing, Coiled \$ _____ each

Brand Physio-Control

Part# 21300-007300 (2-9ft)

Infant cuff \$ _____ each

Brand Physio-Control

Part# 11160-000001

Pediatric cuff \$ _____ each

Brand Physio-Control

Part# 11160-000003

Adult cuff \$ _____ each

Brand Physio-Control

Part# 11160-000005

Large Adult cuff \$ _____ each

Brand Physio-Control

Part# 11160-000007

Bid Sheet page 7 of 11

Vendor _____

X-Large Adult cuff \$ _____ each

Brand Physio-Control

Part# 11160-000009

12-Lead Trunk Cable \$ _____ each

Brand Physio-Control

Part# 11111-000020 (8ft)

12-Lead ECG Cable 6-Wire \$ _____ each

Brand Physio-Control

Part# 11111-000022

QUIK-COMBO Adult \$ _____ each

Brand Physio-Control

Part# 11996-000017

Pediatric QUIK-COMBO \$ _____ each

Brand Physio-Control

Part# 11996-000093

QUIK-COMBO Therapy Cable \$ _____ each

Brand Physio-Control

Part# 11113-000004

RC Patient Cable

4 foot cable \$ _____ each

Brand Physio-Control

Part# 11171-000037

Bid Sheet page 8 of 11

Vendor _____

12 foot cable \$ _____ each

Brand Physio-Control

Part# 11171-000038

Rainbow Reusable Sensor

Adult \$ _____ each

Brand Physio-Control

Part# 11171-000049

Pediatric \$ _____ each

Brand Physio-Control

Part# 11171-000050

Rainbow Adhesive Sensor (10/box)

Infant \$ _____ each

Brand Physio-Control

Part# 11996-000342

Neo/Adult \$ _____ each

Brand Physio-Control

Part# 11996-000341

Rainbow Adhesive Sensor (10/box)

Adult \$ _____ each

Brand Physio-Control

Part# 11996-000339

Bid Sheet page 9 of 11

Vendor _____

Pediatric \$ _____ each

Brand Physio-Control

Part# 11996-000340

Rainbow Direct Connect Reusable Sensor

Adult \$ _____ each

Brand Physio-Control

Part# 11171-000032 (8ft)

Pediatric \$ _____ each

Brand Physio-Control

Part# 11171-000033 (8ft)

Capnography FilterLine® SET

Adult/pedi 200 cm \$ _____ 25/pk

Brand Physio-Control

Part# 11996-000081

Capnography FilterLine® SET

Adult/pedi 400 cm \$ _____ 25/pk

Brand Physio-Control

Part# 11996-000164

Capnography FilterLine® SET

Pedi/neonate \$ _____ 25/pk

Brand Physio-Control

Part# 11996-000001

Smart CapnoLine® Plus Adult with O2

Adult 200 cm \$ _____ 25/pk

Brand Physio-Control

Part# 11996-000163

Bid Sheet page 10 of 11

Vendor _____

Adult 400cm \$ _____ 25/pk

Brand Physio-Control

Part# 11996-000165

CapnoLine Pedi w/O2 \$ _____ 25/pk

Brand Physio-Control

Part# 11996-000128

Standard Carrying Case \$ _____ each

Brand Physio-Control

Part# 11577-000002

Back Pouch \$ _____ each

Brand Physio-Control

Part# 11260-000039

Breathsaver \$ _____ each

Brand Iron Duck

Part# _____

LA Rescue Trauma Bag \$ _____ each

Brand LA Rescue

Part# _____

Bid Sheet page 11 of 11

Vendor _____

Plano 747M \$ _____ each

Brand Plano

Part# _____

Flambeau 2072 \$ _____ each

Brand Flambeau

Part# _____

Portable O2 Regulator \$ _____ each

Brand _____

Part# _____

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 state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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

Medical Supplies Contract
 March 11, 2014
 Bid#: 0214-104

Emergency Medical Services
 11:00 A.M.

Vendors:	McKesson Medical Surgical, Inc.	Guardian EMS Products	Bound Tree Medical, LLC	Midwest Medical Supply Co. LLC	Alpha Medical Distributor Inc.	Moore Medical LLC	Buy Indian Medical	Physio- Control Inc.	Nashville EMS Supply	TSPS Industries dba Tagg Industries	eMed Healthcare	Southeastern Emergency Equipment	Henry Schein Inc.
Extrication Collar Adult:	\$7.65	\$4.99	\$3.90	\$4.63	N/B	\$5.22	\$5.96	N/B	N/B	\$8.37	\$3.58	\$4.99	\$4.68
Extrication Collar, Pediatric:	\$7.65	\$4.99	\$3.90	\$4.63	N/B	\$5.22	\$5.96	N/B	N/B	\$9.01	\$3.58	\$4.99	\$4.68
Backboard Strap:	\$3.05	\$1.62	\$1.35	\$1.56	N/B	\$1.50	\$2.83	N/B	\$1.37	\$3.72	\$4.95	\$1.49	\$9.88
Head Immobilizer:	N/B	\$4.90 pr	\$6.37	\$3.50	N/B	N/B	\$5.66	N/B	\$4.69	N/B	N/B	\$7.07	\$6.26
Wool Blanket	\$8.44	\$8.53	\$13.70	\$17.23	N/B	\$7.11	\$8.02	N/B	N/B	\$14.95	\$11.85	N/B	\$9.39
I.V. Tubing 10ggt:	\$1.55*	\$1.58	\$1.24	\$1.26	N/B	\$1.62	\$2.01	N/B	\$1.69	\$2.38	\$1.65	\$1.76	\$1.59
PRN (INT) Adapter:	\$1.41*	\$1.61	\$1.28	\$1.03	N/B	\$1.37	\$142.68	N/B	N/B	\$1.68	\$1.30	\$1.49	\$1.32
Veni-Gard I.V. Dressing:	\$0.47*	\$40.69	\$0.3305	\$0.3666	N/B	\$44.44	\$47.12	N/B	\$0.37	N/B	\$38.65	\$0.38	\$0.45
Combi-Tube:	\$42.41*	\$52.79	\$40.50	\$40.96	N/B	\$40.05	\$62.04	N/B	N/B	\$45.06	N/B	\$40.69	\$48.15
BVM, Adult Ambu:	\$13.21	\$9.60	\$8.45	\$9.59	N/B	\$9.62	\$10.41	N/B	N/B	\$11.05	\$7.65	\$9.26	\$8.67
BVM, Pediatric Ambu:	\$15.09	\$12.68	\$10.00	\$13.29	N/B	\$12.82	\$27.40	N/B	N/B	\$19.81	\$7.65	\$14.64	\$9.92
Esophageal Detector	N/B	\$2.27	\$1.98	\$2.30	N/B	\$2.53	\$93.41	N/B	N/B	N/B	N/B	\$2.03	\$1.90
Tube Holder, Adult	N/B	\$3.35	\$2.60	\$2.93	N/B	\$2.63	\$3.02	N/B	N/B	\$4.67	N/B	\$2.63	\$2.59
Tube Holder, Pediatric	N/B	\$3.35	\$2.60	\$2.93	N/B	\$2.63	\$2.93	N/B	N/B	\$4.24	N/B	\$2.63	\$2.59
Malleable Splint:	N/B	\$4.45	\$4.79	\$3.33	N/B	\$6.40	\$6.56	N/B	\$2.49	\$6.60	\$6.00	\$6.46	\$5.18
Normal Saline Flush	N/B	\$0.48	\$0.32	\$0.4313	N/B	\$72.86	N/B	N/B	N/B	\$44.11	N/B	\$0.36	\$0.39
Latex Free Tourniquet:	N/B	N/B	\$0.18	N/B	N/B	N/B	N/B	N/B	N/B	\$7.71	N/B	N/B	N/B
Sager Traction Splint:	N/B	\$265.00	\$297.67	N/B	N/B	\$298.00	\$229.94	N/B	N/B	\$510.10	N/B	\$321.14 / \$268.14 Infant	\$306.89
Clam Shell Device:	N/B	\$69.88	\$175.60	\$52.50	N/B	N/B	N/B	N/B	\$53.99	N/B	N/B	\$75.22	\$64.30
Padded Board Splints Set:	N/B	\$35.97	\$35.12	\$27.85	N/B	N/B	\$34.53	N/B	\$24.69	N/B	N/B	\$32.58	\$31.53
Padded Board Splint 15":	N/B	\$2.25	\$2.04	\$1.75	N/B	\$2.07	\$2.43	N/B	\$1.57	N/B	N/B	\$2.00	\$2.32
Padded Board Splint 36":	N/B	\$3.93	\$3.51	\$3.30	N/B	\$3.32	\$3.66	N/B	\$2.69	N/B	N/B	\$3.13	\$3.82
Padded Board Splint 54":	N/B	\$5.49	\$4.92	\$4.18	N/B	\$4.39	\$4.83	N/B	\$3.89	N/B	N/B	\$4.39	\$4.95
Res-Q-Vac Adult Kit	N/B	\$20.51	\$64.90	N/B	N/B	\$73.03	\$56.78	N/B	\$39.95	\$117.19	N/B	\$59.94	\$66.50
Res-Q-Vac Adult Refill	\$16.29	\$7.98	\$14.17	N/B	N/B	\$13.70	\$15.54	N/B	\$9.99	N/B	N/B	\$21.11	\$14.09
Res-Q-Vac Pedi. Refill	\$12.61	\$7.98	\$13.59	N/B	N/B	\$10.95	\$12.18	N/B	\$9.99	N/B	N/B	\$16.48	\$14.23
IO 15g Adjustable	\$19.83*	\$9.75	\$8.95	\$19.59	N/B	N/B	\$34.70	N/B	N/B	N/B	N/B	\$8.28	\$12.14
IO 18g Adjustable	\$19.85*	\$9.75	\$8.95	\$19.59	N/B	N/B	\$34.70	N/B	N/B	N/B	N/B	\$8.28	\$12.14
Big Stick Suction Tip	N/B	\$2.10	\$1.91	N/B	N/B	\$1.69	\$1.98	N/B	N/B	N/B	N/B	\$1.74	\$1.96
O2 Resq CPAP System	N/B	\$34.65	\$34.25	N/B	N/B	\$46.43	\$50.51	N/B	N/B	N/B	N/B	N/B	N/B
MAST Trousers	\$750.52	N/B	\$635.00	N/B	N/B	N/B	\$992.80	N/B	N/B	N/B	N/B	N/B	\$911.66
Bougie 15 French	\$5.72*	\$3.50	\$3.86	\$4.11	N/B	\$7.30	\$8.26	N/B	\$2.79	\$4.55	\$2.95	N/B	\$4.35
Disaster Pouch, Adult	N/B	\$32.05	N/B	\$34.57	\$59.55	N/B	\$41.30	N/B	N/B	\$59.39	N/B	N/B	\$81.90
Long Spine Board	\$923.53	\$89.15	\$136.95	\$172.25	N/B	N/B	\$57.33	N/B	\$79.89	\$153.90	\$130.00	\$151.43	\$68.38
NIBP Tubing, Coiled	\$44.47	\$48.98	\$41.16	\$48.94	N/B	\$44.47	\$59.94	\$45.90	N/B	\$67.88	N/B	N/B	\$48.60
Infant Cuff	\$17.29	\$19.04	\$17.09	\$18.82	N/B	\$15.47	\$24.11	\$17.85	N/B	\$26.39	N/B	N/B	\$17.41
Pediatric Cuff	N/B	\$21.76	\$17.90	\$21.64	N/B	\$17.91	\$27.08	\$20.40	N/B	N/B	N/B	N/B	\$21.60
Adult Cuff	\$23.88	\$26.31	\$21.97	\$26.35	N/B	\$21.98	\$32.19	\$24.65	N/B	\$36.46	N/B	N/B	\$26.10
Large Adult Cuff	N/B	\$29.02	\$24.41	\$29.17	N/B	\$24.42	\$35.52	\$27.20	N/B	N/B	N/B	N/B	\$28.80
X-Large Adult Cuff	N/B	\$42.62	\$36.62	\$43.29	N/B	\$36.63	\$51.23	\$39.95	N/B	N/B	N/B	N/B	\$42.30
12-Lead Trunk Cable	\$275.06	\$302.93	\$263.72	\$304.94	N/B	\$257.73	\$267.12	\$283.90	N/B	\$372.05	N/B	\$321.08	\$300.60
12-Lead ECG Cable 6-Wire	\$108.71	\$119.73	\$104.00	\$120.47	N/B	\$104.19	\$141.24	\$112.20	N/B	\$130.87	N/B	\$127.08	\$118.80
QUIK-COMBO Adult	\$22.24	\$38.10	\$10.99	\$27.17	N/B	\$21.98	\$22.89	\$28.00	N/B	\$25.01	N/B	\$41.18	\$25.20

Pediatric QUIK-COMBO	\$23.82	\$38.10	\$11.77	\$29.11	N/B	\$23.28	\$24.53	\$29.25	N/B	\$41.30	N/B	\$44.18	\$27.00
QUIK-COMBO Therapy Cable	\$283.29	\$312.00	\$271.86	\$314.35	N/B	\$271.86	\$274.89	\$292.40	N/B	\$386.04	N/B	N/B	\$309.60
RC Patient Cable 4 foot cable	N/B	\$225.84	\$206.50	\$234.35	N/B	\$200.34	\$205.29	\$211.65	N/B	N/B	N/B	N/B	\$224.10
RC Patient Cable 12 foot cable	N/B	\$336.49	N/B	\$349.17	N/B	\$305.52	\$393.26	\$315.35	N/B	N/B	N/B	N/B	N/B
Rainbow Reusable Sensor Adult	\$655.53	\$581.40	663.34	\$749.17	N/B	\$640.46	\$654.21	\$676.60	N/B	\$632.94	N/B	N/B	\$716.40
Rainbow Reusable Sensor Pediatric	N/B	\$581.40	N/B	\$683.76	N/B	\$773.29	\$668.98	\$798.15	N/B	N/B	N/B	N/B	N/B
Rainbow Adhesive Sensor Infant	N/B	\$58.20	N/B	\$63.97*	N/B	\$590.12	\$579.66	\$616.25	N/B	N/B	N/B	N/B	\$588.00
Rainbow Adhesive Sensor Neo/Adult	N/B	\$58.20	N/B	\$61.76*	N/B	\$569.77	\$558.61	\$595.00	N/B	N/B	N/B	N/B	\$588.00
Rainbow Adhesive Sensor Adult	N/B	\$58.20	N/B	\$61.76*	N/B	\$535.29	\$686.40	\$595.00	N/B	N/B	N/B	N/B	\$588.00
Rainbow Adhesive Sensor Pediatric	N/B	\$58.20	N/B	\$63.97*	N/B	\$590.12	\$579.66	\$616.25	N/B	N/B	N/B	N/B	\$609.00
Rainbow Direct Connect Reusable Sensor	\$695.06	\$581.40	\$686.95	\$794.35	N/B	\$695.05	\$843.70	\$717.40	N/B	\$990.41	N/B	\$818.01	\$759.60
Rainbow Direct Connect Reusable Sensor Pediatric	\$695.06	\$581.40	\$703.34	\$794.35	N/B	\$686.96	\$843.70	\$717.40	N/B	\$990.41	N/B	N/B	\$759.60
Capnography FilterLine Set Adult/Pedi 200 cm	\$214.12	\$257.00	\$200.00	\$247.05	N/B	N/B	\$220.41	\$224.00	N/B	\$260.59	N/B	N/B	\$235.20
Capnography FilterLine Set Adult/Pedi 400 cm	\$240.12	\$284.79	\$201.00	\$277.05	N/B	N/B	\$240.38	\$251.20	N/B	\$295.03	N/B	N/B	\$235.20
Capnography Filter Line SET Pedi/neonate	\$416.76	\$494.30	\$252.00	\$480.88	N/B	N/B	\$413.38	\$436.00	N/B	\$459.74	N/B	N/B	\$457.89
Smart CapnoLine Plus Adult with O2 Adult 200cm	\$267.65	\$321.00	\$221.00	\$308.82	N/B	\$267.64	\$238.63	\$280.00 /\$988.00*	N/B	\$321.67	N/B	N/B	\$294.00
Smart CapnoLine Plus Adult with O2 Adult 400cm	\$340.29	\$403.61	\$240.00	\$392.64	N/B	\$340.29	\$436.80	\$356.00	N/B	\$449.39	N/B	N/B	\$373.80
CapnoLine Pedi w/O2	\$325.00	\$390.00	\$300.00	\$375.00	N/B	\$317.50	\$321.43	\$340.00	N/B	\$388.90	N/B	N/B	\$357.00
Standard Carrying Case	\$233.88	\$257.59	\$220.80	\$259.76	N/B	\$257.60	\$296.80	\$241.40	N/B	\$304.62	N/B	N/B	\$255.60
Back Pouch	\$60.12	\$66.21	\$59.50	\$66.82	N/B	\$63.72	\$61.30	\$62.05	N/B	\$78.30	N/B	N/B	\$65.70
Breathsaver	N/B	\$256.42	\$151.14	\$157.44	N/B	\$145.92	\$184.48	N/B	N/B	\$215.76	N/B	\$142.69	\$144.43
LA Rescue Trauma Bag	N/B	\$115.00	\$60.25	N/B	N/B	N/B	\$80.78	N/B	N/B	N/B	N/B	N/B	N/B
Plano 747M	\$137.33	\$166.26	\$109.23	N/B	N/B	N/B	\$144.28	N/B	N/B	\$198.79	N/B	\$113.06	\$109.23
Flambeau 2072	N/B	\$69.98	\$47.04	N/B	N/B	N/B	\$51.52	N/B	N/B	N/B	N/B	\$45.13	\$50.07
Portable O2 Regulator	\$137.59	\$28.79	\$57.00	\$26.68	N/B	N/B	\$30.42	N/B	\$42.89	\$45.50	N/B	N/B	\$50.57
Smart Capnoline Plus Adult w/O2	\$9.44												
Shipping/Handling								\$125.00**					
Delivery:	1-3 days for stocked item 2-4 wks for orders	2-14 days	2-5 days in stock	2 days ARO	4 days	2 days	7 days ARO	7-10 days ARO	3-5 days	30 days ARO		2 bus days ARO	2 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	Net 30	Net 30

*not sold by each

*\$988.00/10 pk.
**est. shipping
over \$10K=\$185.00

Request For Bids:	
Newspaper Ad:	2-26-14
Vendor Notification:	269
Vendor Response:	13
Budgeted:	Operating

Some products are awarded to Bound Tree and Physio-Control to insure availability.



Hamilton County Board of Commissioners RESOLUTION

No. 514-14

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO CHANGE THE ROADWAY NAME FOR THE FOLLOWING DISTRICT ROAD: Chen Lane to Jed Lane.

WHEREAS, the majority of the property owners on Chen Lane request the road be renamed; and,

WHEREAS, Hamilton County GIS Department recommends Chen Lane be renamed Jed Lane; and,

WHEREAS, on February 19, 1986, the Hamilton County Commission accepted Chen Lane as a district road.

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

1. That Jed Lane be described as being 0.15 miles in length, northeast from Middle Valley Road to a turnaround.
2. That the speed limit on said road shall remain as originally accepted and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 7, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 514-15

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN "OFFER TO PURCHASE" RELATIVE TO A PORTION OF LOT 1 OF THE CENTRE SOUTH RIVERPORT/ INDUSTRIAL PARK AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A DEED AND OTHER NECESSARY CLOSING DOCUMENTS CONVEYING SAID PROPERTY TO THE PURCHASER LISTED HEREINBELOW UPON PAYMENT OF THE SALE PRICE BY THE PURCHASER.

WHEREAS, on February 18, 1987 the Hamilton County Board of Commissioners adopted Resolution No. 287-41 approving a Request for Proposals and outlining general guidelines for the purchase and development of the Centre South Riverport/Industrial Park; and,

WHEREAS, a proposal has been made in which Dillard Partnership desires to purchase four and one-half (4.5) acres (more or less subject to survey) known as a portion of Lot 1 of the Centre South Riverport/Industrial Park for \$70,000 per acre (\$315,000); and,

WHEREAS, an "Offer to Purchase" and proposal have been presented by said purchaser, in accordance with the attached or similar documents; and,

WHEREAS, it is in the best interest of Hamilton County to accept said offer for the continued economic growth of Hamilton County.

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

That the County Mayor is hereby authorized to enter into and execute the attached or similar "Offer to Purchase" relative to a portion of Lot 1 of the Centre South Riverport/Industrial Park and that the County Mayor is hereby authorized to execute a deed and other necessary closing documents conveying said property to the purchaser listed below upon payment of the sale price, less costs of closing, and other costs according to the terms and conditions outlined in said "Offer to Purchase."

ACREAGE
4.5 (more or less
(subject to survey)

PURCHASER
Dillard Partnership
or assigns

SALE PRICE
\$315,000

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

May 7, 2014

Date

**OFFER TO PURCHASE REAL PROPERTY
AT THE CENTRE SOUTH RIVERPORT/INDUSTRIAL PARK**

OFFEREE

TO: HAMILTON COUNTY

OFFEROR

FROM: Dillard Partnership or approved Assigns

DESCRIPTION

OFFEROR hereby offers to purchase the following described real estate situated in Hamilton County, Tennessee: a portion of Lot 1, River Terminal Subdivision, Plat book 97 Page 195, ROHC, being 4.5 acres per Exhibit 1. (the "Property").

PRICE

OFFEROR will pay for said real estate the sum of \$315,000
(4.5 acres@\$70,000 per acre) subject to survey payable at closing

DEED

Deed to be made in the name of Dillard Partnership or approved Assigns

CONDITIONS OF OFFER

This Offer is subject to the following provisions and stipulations as agreed to by the parties hereto:

- A. Fully executed lease between Developer and Babcock & Wilcox Intech, Inc
- B. Approved of subdivision plat and land survey
- C. Soil compaction and geotechnical studies

DEPOSIT

To make this Agreement valid, **OFFEROR** herewith deposits the sum of Fifteen Thousand Seven Hundred and Fifty Dollars (\$15,750) (the "Deposit"), representing 5% of purchase price which sum, if the sale is consummated, shall be credited towards the purchase price and constitute a part of the cash payment for the Property.

TITLE

OFFEREE is requested to furnish a title commitment evidencing marketable title. Any objections or defects in the title shall be given by **OFFEROR** to **OFFEREE** during the Feasibility Period. In the event marketable title to the Property cannot be conveyed, this Offer shall be void or shall be modified by the parties accordingly.

NON-REFUNDABLE LIQUIDATED DAMAGES

If for any reason not attributable to **OFFEREE**, the sale is not closed, the **OFFEROR** shall pay to **OFFEREE** the sum of \$1,000 as liquidated damages. In such event, the Deposit shall be returned to **OFFEROR** less \$1,000 to be retained by **OFFEREE** as liquidated damages.

In the event marketable title to said property cannot be perfected within a reasonable time, **OFFEROR** may cancel this Agreement by the Expiration Date, then this offer shall stand revoked and the Deposit returned in full.

In the event of the default of either party hereto, and litigation ensues, a reasonable attorney's fee shall be included in the damages of the non-defaulting party, recoverable together with any court costs.

CLOSING

Should this Offer be accepted by the **OFFEREE**, the parties agree to close the purchase upon acceptance of final drawings by the Centre South Riverport/Industrial Park Development Review Committee, but in no event later than 30 days after expiration of the Feasibility Period, described below.

EXPENSES

OFFEREE shall pay for the preparation of a plat, a title commitment evidencing marketable title to the Property, preparation of the deed and one-half of remaining closing costs. **OFFEROR** shall pay for the cost of the title insurance policy in the event this purchase and sale closes, Tennessee Transfer Tax for recording the deed and one-half of all remaining closing costs. **OFFEROR** shall also pay for any due diligence undertaken by **OFFEROR** including any soil testing, environmental testing or other matters.

OFFEROR'S FEASIBILITY PERIOD

OFFEROR shall have until One Hundred Fifty (150) days following the date this Offer is executed by both parties hereto (the "Feasibility Period") to examine the Property and all matters relating thereto. If such day falls on a weekend or holiday, then the Feasibility Period will expire the next following business day. The matters included in the examination of the Property shall be, without limitation: the status of title of the Property, a survey of the Property, any environmental analysis of the Property, and the determination by **OFFEROR** that the Property is suitable for **OFFEROR'S** intended use. **OFFEROR** shall notify **OFFEREE** in writing prior to the expiration of the Feasibility Period as to whether **OFFEROR** elects to proceed to close this transaction or to terminate this Agreement. Failure to give written notice by the end of the Feasibility Period shall constitute approval on the part of **OFFEROR**. If this Agreement is terminated pursuant to this paragraph, **OFFEROR** shall recover the Deposit, together with all interest accrued thereon, less \$1000.00 paid to **OFFEREE** as independent consideration.

"AS-IS" CONDITION

OFFEROR acknowledges that **OFFEROR** is purchasing the Property solely in reliance on **OFFEROR'S** own investigations, and that no representations or warranties of any kind whatsoever, express or implied, have been made by **OFFEREE**, **OFFEREE'S** officers, employees, agents or brokers, including but not limited to representations as to the suitability of the Property for **OFFEROR'S** intended use or environmental warranties, except that **OFFEREE** warrants that it is the owner of the Property and that **OFFEREE** is authorized to convey the Property without any further approvals other than those set forth herein. **OFFEROR** further acknowledges that as of the date of closing, **OFFEROR** will be well aware of all zoning regulations and other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property, and agrees to purchase the Property "as-is", in the condition that it is in as of the date of closing.

ASSIGNMENT

OFFEROR may not assign this Agreement or any rights hereunder without the prior written consent of **OFFEREE**, which consent may be withheld in **OFFEREE'S** discretion.

OFFEROR'S ACCESS TO THE PROPERTY

OFFEROR, its agents, engineers, surveyors and other representatives shall have the right, during the Feasibility Period and with reasonable prior notice to **OFFEREE**, to enter upon the Property to inspect, examine and survey the Property; to conduct an engineering and/or environmental assessment of the Property, and otherwise due that which, in the opinion of **OFFEROR**, is necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by **OFFEROR**, and the physical condition of the property. **OFFEROR** agrees to indemnify and hold **OFFEREE** harmless from and against any and all loss, damage or expense in connection with **OFFEROR'S** tests or inspections and any injury to person or property which may result therefrom, which obligations shall survive closing or termination of this Agreement. At **OFFEREE'S** option, **OFFEREE** may elect to have a representative of **OFFEREE** present when **OFFEROR** enters the Property.

NOTICES

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U. S. Mail, certified, postage prepaid, return receipt requested, addressed as follows:

TO OFFEROR: Glenn Sutherland,
Dillard Partnership
2631 Rhea County Highway
Dayton, TN. 37321

TO OFFEREE: Hamilton County Real Property Office
4th Floor, Mayfield Annex
123 East 7th Street
Chattanooga, Tennessee 37402
Attn: Real Property Manager

POSSESSION

Possession of property shall be transferred to **OFFEROR** on the date of closing.

EXPIRATION OF OFFER

This Offer shall remain open until 5 o'clock p.m. on May 12, 2014 (the "Expiration Date"). If not accepted by **OFFEREE** within that period, this Offer shall lapse and be of no further force and effect.

CONDITIONS OF REQUEST FOR PROPOSALS

This Offer is made pursuant to Hamilton County's Request for Proposals. All terms, conditions, promises and requirements contained in the Request for Proposals and Declaration of Covenants and Restrictions for Centre South Riverport/Industrial Park recorded in Book 3318, Page 363 in the Register's Office of Hamilton County, Tennessee ("Restrictions") are agreed to by **OFFEROR**, subject to exceptions noted herein. Unless specifically noted or objected to herein, this Offer contains and includes by reference all terms, conditions and restrictions contained in the Request for Proposals and the Restrictions. By executing this Agreement, **OFFEROR** certifies that **OFFEROR** has read and understands the Restrictions and agrees to abide by such restrictions which run with the Property and shall survive closing.

BROKER REFERRAL FEE

OFFEROR acknowledges that during the preparation, formulation and proposal of this Offer an agency relationship has existed between the **OFFEROR** and NAI Charter ("Broker") and that Broker has reviewed with the **OFFEROR** the Restrictions. A Broker referral fee of five (5%) percent shall be paid to Broker at Closing by **OFFEREE**, provided,

however, that a "Prospective Purchaser" registration form has been signed by the Broker and the OFFEROR and submitted to the Hamilton County Real Property Office.

OFFEROR'S 1031 TAX DEFERRED EXCHANGE

OFFEREE acknowledges that OFFEROR may utilize the purchase of the Property in completing a tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations and that OFFEROR'S rights, title and interest (but not obligations) pursuant to this Agreement may be assigned to another party, as OFFEROR'S Qualified Intermediary, for the purpose of completing OFFEROR'S 1031 Exchange transaction.

OFFEREE agrees to cooperate with OFFEROR and its Qualified Intermediary at no additional cost or liability to OFFEREE, by executing the documents necessary to complete OFFEROR'S 1031 Exchange transaction.

VALIDITY OF OFFER

The OFFEROR agrees and acknowledges that this Offer is binding as to the OFFEROR and must be accepted by the Hamilton County Board of Commissioners and executed by the County Mayor prior to enforcement.

This the 10th day of April, 2014.

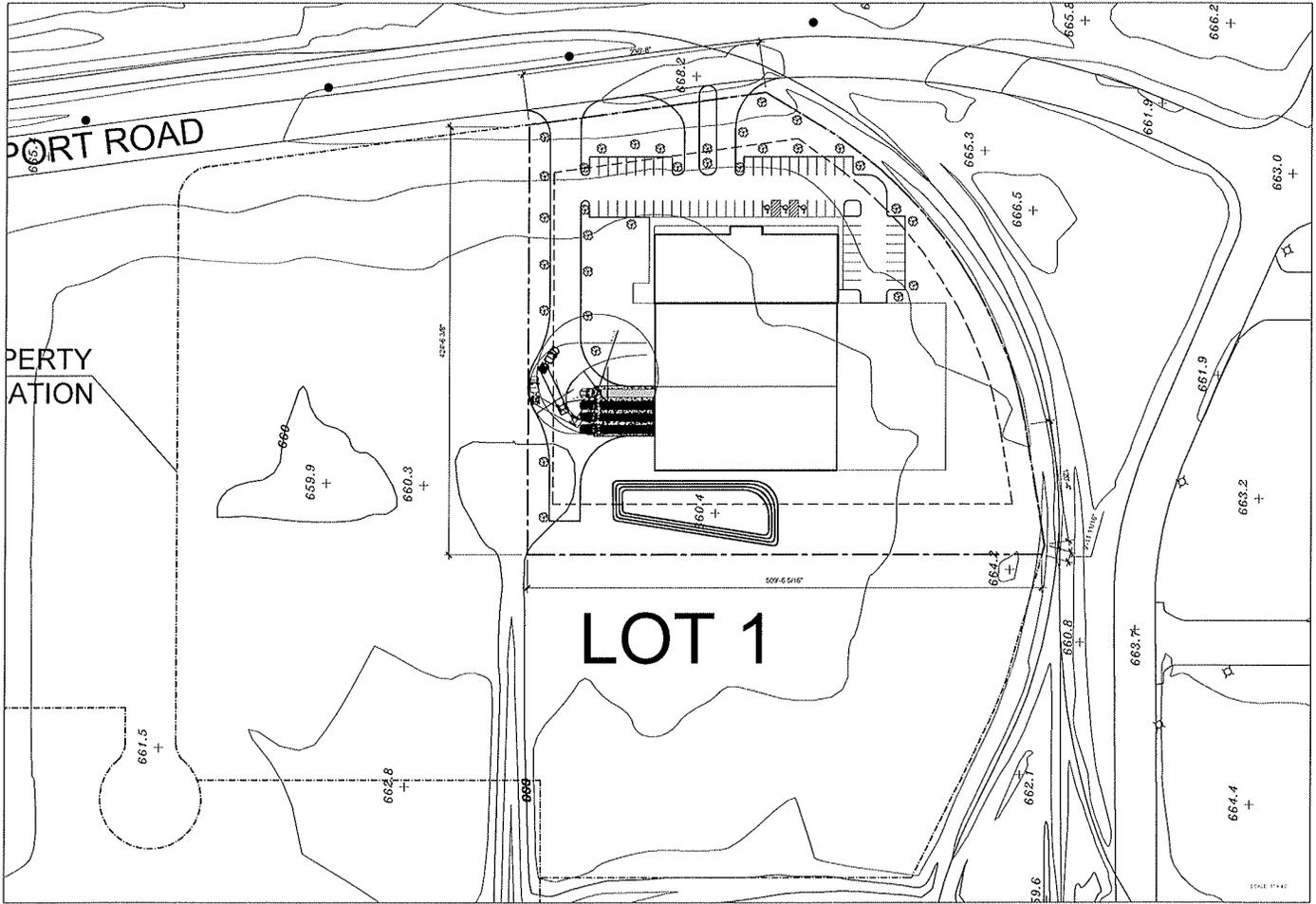
Harlene L. Edgeman
WITNESS

OFFEROR:
By: [Signature]
Title: Mgr. Partners

ACCEPTANCE BY OFFEREE:

WITNESS

JIM COPPINGER, COUNTY MAYOR



**CENTRE SOUTH RIVERPORT/INDUSTRIAL PARK
PROPOSAL FORM**

LOT NO.: A portion of Lot 1, River Terminal Subdivision

ACREAGE: approximately 4.5 Acres

PRICE PER ACRE: \$70,000 TOTAL PURCHASE PRICE: \$315,000

PURCHASER: Dillard Partnership
NAME OF COMPANY: _____
CURRENT ADDRESS: 2631 Rhea County Highway
Dayton, TN 37321

PROPOSED OCCUPANT(S) OF FACILITY:

Babcock & Wilcox Intech, Inc as Lessee

IF OCCUPANT IS OTHER THAN PURCHASER, PLEASE PROVIDE NAMES, ADDRESSES,
AND CONTACT PERSON:

Mr. Allen Steagall
Babcock & Wilcox Intech, Inc.
2802 Belle Arbor Ave, Chattanooga, TN 37403
423-622-3700

IS THIS A NEW BUSINESS TO HAMILTON COUNTY?

YES _____ NO X

IS THIS AN EXPANSION? Yes

IS THIS A RELOCATION? Yes

DESCRIPTION OF PROPOSED PROJECT (overall description of operations):

10,000 SF of office space
20,000 SF of light manufacturing
2 loading docks
1 on-grade door
For the use of providing engineering services to customers in the nuclear energy sector

CURRENT NUMBER OF EMPLOYEES IN HAMILTON COUNTY:

50 full-time & 75 part-time

TOTAL NUMBER PERMANENT EMPLOYEES:

FOR COUNTY USE

AT START-UP:	<u>50</u>	<u> </u>
WITHIN ONE YEAR:	<u>60</u>	<u> </u>
WITHIN TWO YEARS:	<u>80</u>	<u> </u>
WITHIN FIVE YEARS:	<u>100</u>	<u> </u>

TYPE OF JOBS TO BE CREATED:

Management, designs engineers, electrical engineers, tooling assembly technicians,
precision machinist and support staff

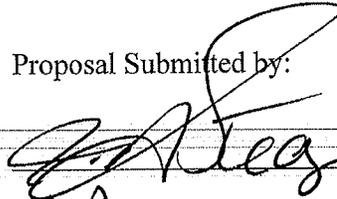
TYPE OF CONSTRUCTION PROPOSED:

pre-engineered metal building with a decorative facade on the office

THIS IS NOT AN OFFER TO PURCHASE.

I certify that I have read and understand the Restrictions & Covenants and agree to abide by the current Centre South Riverport/Industrial Park Tenant Restrictions & Covenants.

Proposal Submitted by:



V. Pres. Babcock & Wuxco Int'l, Inc.
Title

Purchaser

Date

UTILITY INFORMATION

PRELIMINARY TRANSPORTATION DATA

Truck trips per week	<u>10</u>
Automobile trips (including employees, customers, other) per week	<u>375</u>
Rail cars per week	<u>0</u>
Barges per week	<u>0</u>

PRELIMINARY UTILITY DEMAND DATA

WATER:	Domestic use	<u>N/A</u>	GPM (peak)	<u>100</u>	GPD (typical)
	Process use	<u>N/A</u>	GPM (peak)	<u>N/A</u>	GPD (typical)
	Fire protection	<u>TBD</u>	GPM @ _____	TDH (at main)	
		for _____	HR duration		

Other (describe):

SEWER:	Domestic use	<u>N/A</u>	GPM (peak)	<u>100</u>	GPD (typical)
	Process use	<u>N/A</u>	GPM (peak)	<u>N/A</u>	GPD (typical)

Describe characteristics of industrial waste:

NATURAL GAS:	Heating	<u>TBD</u>	BTU (estimated load)
	Process	<u>N/A</u>	BTU (estimated load)

ELECTRICAL POWER:	<u>TBD</u>	KWH per month
	<u>480V 600 Amps</u>	KVA service

OTHER CHARACTERISTICS NEEDED:

None

TELEPHONE: Describe any special needs for voice and/or data communications:

None

A current list of representatives and telephone numbers for each of the above utilities is available on request.



Hamilton County Board of Commissioners RESOLUTION

No. 514-16

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) PROJECTOR AND INSTALLATION AMOUNTING TO \$4,206.01 FROM BLUE WATER TECHNOLOGIES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, quotes were received for one (1) projector for the Commission Room for the Commission Office; and,

WHEREAS, the quote from Blue Water Technologies amounting to \$4,206.01 was considered to be the lowest and best quote 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 quote of Blue Water Technologies for a projector and installation amounting to \$4,206.01 is hereby accepted, said quote being the lowest and best quote 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

May 7, 2014

Date