

# Hamilton County Board of County Commissioners

## AGENDA

April 17, 2024

### ROLL CALL

INVOCATION - Commissioner Eversole

PLEDGE TO THE FLAG - Commissioner Eversole

Presentation	Commissioner Gene-o Shipley will honor the Soddy Daisy Wrestling Team - Agenda Only April 10 2024
Presentation	Presentation and Update by CARTA CEO Charles Frazier - Agenda Session Only - Commission Meeting Only April 17, 2024.
Minutes	Recessed Meeting - March 27, 2024
Minutes	Agenda Session - March 27, 2024
Minutes	Regular Meeting - April 3, 2024
Report	Procurement PO's Report \$25-50K March 2024
Res. No. 424-13	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and the oaths of Deputy Sheriffs.
Res. No. 424-14	A Resolution to appoint one (1) member to the Hamilton County Employee Appeals Board for a two (2) year term beginning April 17, 2024 and ending April 17, 2026.
Res. No. 424-15	A Resolution to accept the proposal of First Horizon Bank to provide banking services for the County Trustee for an initial four (4) year contract beginning June 8, 2024, with the option to renew for one (1) additional four-year term, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 424-16	A Resolution calling for a referendum to be presented to the voters of Hamilton County allowing the sale of liquor by the drink for on-premises consumption in the unincorporated areas of Hamilton County.
Res. No. 424-17	A Resolution amending rules 2, 7, 8, 11, and 13 of the Official Proceedings of the Board of Commissioners of Hamilton County, Tennessee, as modified on July 19, 2017.
Res. No. 424-18	A Resolution to appropriate a total of \$3,150,000 in Bond Funds to the Hamilton County Schools for investments in Career and Technical Education (CTE) Capital Projects as listed below.
Res. No. 424-19	A Resolution to apply from the U.S. Department of Justice Community Oriented Policing Services Office (COPS Office) Law Enforcement Mental Health and Wellness Act (LEMHWA) program.
Res. No. 424-20	A Resolution approving the purchase of four (4) vehicles amounting to \$166,776.00 from TT of Columbia, Inc. dba Chrysler Dodge Jeep RAM Fiat of Columbia from the State Contract SWC-209 for the Hamilton County Sheriff's Office, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 424-21	A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health in the amount of \$338,600.00 to provide tuberculosis control services in Hamilton County for a time period of July 1, 2024 through June 30, 2025.
Res. No. 424-22	A resolution to authorize the County Mayor to execute a continuation amendment contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Hamilton County Health Department for the provision of TennCare presumptive eligibility using funds from the state of Tennessee, Department of Health in the amount not to exceed \$369,000.00 for the period beginning July 1, 2024, ending June 30, 2027.

- Res. No. 424-23 A Resolution authorizing the County Mayor to sign a contract between the Tennessee Department of Health and Hamilton County Tennessee, The Health Services Division operating as the Hamilton County Health Department to accept the annual contract funds from July 1, 2024 through June 30, 2025, in an amount not to exceed \$800,000.00 for FY 25. To provide Parents As Teachers (PAT) model services in accordance with the Evidence Based Home Visiting Program with the Tennessee Department of Health's Temporary Assistance for Needy Families.
- Res. No. 424-24 A Resolution to authorize the county mayor to execute a contract between the State of Tennessee, Department of Health and the Hamilton County Health Department accepting \$54,100.00 for The Rape Prevention Education Program not to exceed \$54,100.00 for the period beginning February 1, 2024, ending January 31, 2025.
- Res. No. 424-25 A Resolution authorizing the Parks and Recreation Department to apply for a \$1,000,000 Community Development Block Grant (CDBG) with a 21% match to renovate and expand existing recreation opportunities at Mcdonald Farm.
- Res. No. 424-26 A Resolution authorizing Alternative Sentencing to apply for a \$900,000 Bureau of Justice Assistance (BJA) Community Supervision Strategies grant with no match to assess and improve responses to client behavior by engaging in collaborative problem solving to improve supervision outcomes and promote the fair administration of justice.
- Res. No. 424-27 A Resolution authorizing the Office of Economic and Community Development to apply for an \$833,000 Bureau of Justice Assistance (BJA) improving substance use disorder treatment and recovery outcomes for adults in reentry grant with no match to establish and expand treatment and Recovery Support Services for people with substance use disorders during their incarceration and upon reentry into the community.
- Res. No. 424-28 A Resolution accepting the bids of Contech Engineered Solutions, LLC, Hagan and Stone Wholesale, and Piping Supply Company for one (1) year contract unit pricing, with the option to renew for three (3) additional one-year terms, beginning May 15, 2024 through May 14, 2025, for Metal Culvert for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 424-29 A Resolution to amend Resolution 1123-26 to request authority to apply for an Appalachian Regional Commission (ARC) grant in an amount of \$697,340 requiring a match of 100% of the total ask and authorizing the County Mayor to sign any contracts necessary to implement this Resolution
- Res. No. 424-30 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Signal Forest Drive.
- Res. No. 424-31 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Seasons Drive.
- Res. No. 424-32 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Little Pine Lane.
- Res. No. 424-33 A Resolution amending the Short-Term Vacation Rentals ('STVR") Regulations as adopted by Resolution Numbers 423-27, 423-39, and 923-35, by prohibiting the ownership and operation of same within residentially-zoned areas of Hamilton County, Tennessee.

## ANNOUNCEMENTS

### DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MARCH 27, 2024**

<b>STATE OF TENNESSEE</b>	)	Recessed Meeting
<b>COUNTY OF HAMILTON</b>	)	March 27, 2024

**BE IT REMEMBERED** that on this 27<sup>th</sup> day of March 2024, 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 Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Commissioner Lee Helton was absent. Total present - 10. Total absent - 1.

Also in attendance were County Mayor Weston Wamp, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Chris McCollough.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MARCH 27, 2024**

Commissioner Chauncey invited Attorney Taylor to offer the invocation.

Commissioner Chauncey led in the pledge to the flag.

Being no further business, Chairman Eversole declared the Recessed Meeting adjourned.

Respectfully submitted:



\_\_\_\_\_  
William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clerk's Initials



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 27, 2024**

<b>STATE OF TENNESSEE</b>	)	Agenda Preparation Session
<b>COUNTY OF HAMILTON</b>	)	March 27, 2024

**BE IT REMEMBERED**, that on this 27<sup>th</sup> day of March 2024, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Commissioner Lee Helton was absent. Total present - 10. Total absent - 1.

Also in attendance were County Mayor Weston Wamp, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Chris McCollough.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 27, 2024**

**PRESENTATION- NEW AUDIT PROGRAM**

Commissioner Baker stated Chairman Eversole approached him last December to review the county's audit process. After numerous meetings with CPAs, they got the State Comptroller's approval. They allowed Amie Haun, a senior lecturer at the University of Tennessee Chattanooga, to help develop a resolution for the audit committee.

Ms. Haun gave a detailed presentation on an Improved Independent Audit Committee. She stated it would significantly improve the Audit Department's independence, accountability, and transparency of the county and Commission and reinforce public trust. She noted independence is essential for internal auditors. She stated having three residents serve on a five-member committee that oversees the Audit Department would enable them to improve their ability to use professional skepticism. A copy of the presentation has been filed in the Clerk's Office.

Ms. Haun spoke about fraud, waste, and abuse. She stated fraud is any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and the perpetrator achieving a gain. She noted waste is an expenditure, mismanagement, or use of resources to the detriment of the county. She also stated abuse can include the excessive or improper use of an employee's or official's position

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AGENDA PREPARATION SESSION  
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in a manner other than its rightful or legal use. She noted as part of the Commission's duties over financial statements and internal controls, the new audit committee would help with the internal audit and embrace these items within the county government's work.

Ms. Haun spoke about the perception of detection and available tools. She stated this is the thought in the employee's mind that their fraudulent conduct will be discovered.

Commissioner Mackey stated that the Hamilton County government is improving, and undertaking these actions would create more accountability. He noted that a government with more citizens involved governs best. He commended Chairman Eversole and Commissioner Baker.

Commissioner Beck stated we have an adequate audit department, and it seems we would be overdoing it. He noted that he would not support this resolution.

In response to Commissioner Highlander's question, Commissioner Baker stated they received the State Comptroller's necessary approval before bringing this resolution forward. He noted our county auditor does a fantastic job and this would be a support mechanism.

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In response to Commissioner Highlander's question, Ms. Haun stated the residents serving on the new Audit Committee would be volunteers. She noted the committee may ask for additional funding to help support the internal audit regarding essential initiatives that would need to be put forward.

In response to Commissioner Shipley's question, Ms. Haun stated she would volunteer her time for this committee. She noted she has not heard of any fraud within the county government. He spoke about the AAA bond rating the county has maintained for many years.

Commissioner Graham stated we already have an entire staff, which seems redundant. He noted the state already regulates auditing rules. He stated our Auditing Department and Finance Team have been doing an excellent job.

Ms. Haun stated the point of this resolution is to have an independent audit committee with three residents of Hamilton County sitting on the board to provide guidance, oversight, and reinforcement. She noted auditors cannot audit every transaction, and a new audit committee would help improve areas they look into and provide reinforcement and professional skepticism abilities so their independence and objectivity are not impeded in any way. Commissioner Sharpe stated this seems like a better iteration of what we already have.

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In response to Commissioner Sharpe's question, Ms. Haun stated Tennessee Code Annotated covered having an Audit Committee with more independence. The County Mayor provided guidance relative to section 9-3-405.

Commissioner Baker stated the committee would consist of two commissioners and three residents of Hamilton County who are certified public accountants, certified fraud examiners, certified internal auditors, or accountants familiar with government accounting. Commissioner Sharpe stated approving accountability and transparency is a win. He thanked Commissioner Baker for bringing this resolution forward.

In response to Commissioner Graham's question, Chief Financial Officer Lee Brouner stated there have been findings of misbehavior, but none specific to changing the current Audit Committee structure.

In response to Commissioner Graham's question, County Auditor Chris McCollough stated his department always looks at the internal controls of the department. He noted the new Audit Committee would help provide additional support.

At this time, several commissioners had a lengthy conversation about the Audit Committee process and the enhancements this could bring to the new Audit Committee.

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MARCH 27, 2024**

Chairman Eversole stated the goal of the Audit Committee would be to provide Mr. McCollough and his team with more independence.

In response to Commissioner Sharpe, Mayor Wamp voiced his concern about Mr. McCollough and Mr. Brouner not being included in the whole process on a new Audit Committee. He read a section of a Resolution from 1979 (Resolution No. 479-18A) stating – *“following a lengthy process of research and consultation, the executive and legislative branches have jointly developed a proposal to provide for the creation of an independent Auditing Division for county government.”* He noted he would like a similar approach to getting it to a final form. He spoke of the exceptional job the Auditing Committee does in Hamilton County.

Chairman Eversole thanked Commissioner Baker and Ms. Haun for the presentation.

# **HAMILTON COUNTY COMMISSION AGENDA PREPARATION SESSION MARCH 27, 2024**

## **COMMITTEE ASSIGNMENTS**

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

- The Trustee's Monthly and Excess Fee Reports for February 2024 would be submitted for the record.
- The Trustee's 2022 Delinquent Tax Uncollected Report would be submitted for the record.
- Order of Designation, Special Called Planning Commission Meeting for April 8, 2024, would be submitted as a matter of record.
- Order of Designation, Special Called Planning Commission Meeting for May 13, 2024, would be submitted as a matter of record.
- Resolution No. 424-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution No. 424-4 was assigned to the Zoning Committee, chaired by Commissioner Chauncey
- Resolution Nos. 424-5 through 424-11 were assigned to the Finance Committee, chaired today by Commissioner Smith.

## **COMMITTEE OF THE WHOLE – RESOLUTION NO. 424-2**

Clerk Knowles spoke regarding this Resolution, which approves the proposal from Loomis Armored Us, LLC, to install a Loomis SafePoint Titan RX high-capacity cash recycler and provide service under an agreement for the Hamilton County Clerk's Office and authorizes the County Clerk to sign any contracts.

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Knowles stated the Sheriff informed the Clerk's Office that a law now prohibits him from issuing a Deputy Sheriff Commission to our deputy county clerk who has been transporting funds to the bank. He recognized Chief Deputy County Clerk Brooke Weaver and Assistant Chief Deputy County Clerk Monica Brown who have been working diligently with Loomis on a solution to the situation.

He reported the Loomis cash recycler agreement would fill an important void left by withdrawal of the Sheriff's commission. He stated he had concern with the equipment weight, but an engineer and county maintenance determined it to be safe. Under the agreement, Loomis would pick up the deposits from the recycler and refill them with cash as needed. He noted the bank account would be tied in with the recycler, allowing instant credit for funds dropped into the machine, resulting in more interest earned. He also stated the machine has over two hundred ways to check for fraud and counterfeit money.

Commissioner Shipley stated there would be no cost to the county, and this was a much-needed safety measure for the Clerk's Office. Funding will be taken from funds earmarked to the Clerk by the State.

Clerk Knowles stated a representative from Loomis is in the audience for any technical questions.



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**COMMITTEE OF THE WHOLE – RESOLUTION NO. 424-3**

This Resolution sunsets the present Hamilton County Audit Committee, established by adopting Resolution No. 313-22, and establishes a new Hamilton County Audit Committee pursuant to Tennessee Code Annotated Section 9-3-405.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 424-12**

Commissioner Highlander spoke regarding this Resolution, which assigns the usage and operation of the Birchwood School Building and its auxiliary building to the County's Parks and Recreation Department and the Health Department. He stated the Parks and Department had great success setting up the old Harrison Elementary School as a community center and there is a vision to set up something similar at the Birchwood School building. He noted when the school was closed down, it was not under any department within the county. He stated the Health Department has been using some of the building as a satellite branch transformed into a Health Center. He noted this resolution will designate the auxiliary building under the Health Department and the school building/grounds designated for the Parks and Recreation Department.

Commissioner Graham stated they have had several issues in District 11, and the Parks and Recreation Department has always come through for the district. He

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AGENDA PREPARATION SESSION  
MARCH 27, 2024**

thanked the entire department and the outstanding leadership of Director of Parks and Recreation Matt Folz.

Commissioner Highlander and Commissioner Baker also stated the Parks and Recreation Department, under Administrator of General Services Christy Cooper and Director of Park and Recreation Matt Folz has done a fantastic job.

In response to Commissioner Baker's question, Mr. Folz stated the community members use it for activities like bingo and the Sandhill Crane events. He noted they want to partner with more community members to activate the space. He also stated the Health Department is interested in expanding its business and would like a dental department inside the auxiliary building. He noted the community needs a playground for the children in that area. He stated the community deserves to have a neighborhood park.

Commissioner Sharpe thanked Ms. Cooper and Mr. Folz for their hard work and Commissioner Highlander for bringing this Resolution forward.

Commissioner Beck commended Mr. Folz on his great work.

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Commissioner Highlander stated Birchwood is a growing community and is thankful the county is willing to do something for that area.

Chairman Eversole thanked Commissioner Highlander for taking the proper steps to bring this Resolution forward and thanked Mr. Folz for his outstanding job in his department.

Commissioner Smith, Chairman of the Finance Committee, stated the Finance Committee would meet in the Commission Room immediately following the Zoning Committee meeting.

Commissioner Chauncey, Chairman of the Zoning Committee, stated the Zoning Committee would meet in the Commission Room immediately following the Legal Meeting.

**ANNOUNCEMENTS**

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Graham wished everyone a Happy Easter.

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AGENDA PREPARATION SESSION  
MARCH 27, 2024**

Attorney Taylor announced a Legal Meeting immediately following the adjournment of today's Agenda Preparation Session.

Mayor Wamp acknowledged the Governor of Tennessee has proclaimed March as Procurement Month. He thanked our small team of buyers here in Hamilton County. He noted their work is unseen but has a very high volume in the budget, which will be a tight budget year. He spoke about how our Procurement Team works around the clock and does an excellent job. He stated Director of Procurement Jerald Carpenter received the Manager of the Year award from the Tennessee Association of Public Purchasing (TAPP) and East Tennessee Purchasing Association (ETPA) in 2023. He noted Procurement and Contract Manager Lindsey Parrish is equally respected and has the highest designations. He stated the Procurement Department is recognized among peers for its performance. He noted the control put in place by the Commission, raising the threshold from \$25k to \$50k, has worked very well. He also stated he wanted to honor the Procurement Team alongside the Governor.

Chairman Eversole wished everyone a Happy Easter.

Administrator of General Services Christy Cooper announced on April 6, 2024, at 10:00 AM Swing into Spring will take place at McDonald Farm. She noted this is also the official opening of McDonald Farm. She stated many activities will be available,

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along with food vendors and the Lone Mountain Band performing. She noted there will be an Easter egg hunt beginning at 1:30 PM.

Commissioner Graham announced that April 6, 2024, is the opening day for many recreation centers. He urged parents to volunteer to help the centers out.

Commissioner Shipley announced Keep Bakewell Sale Creek Beautiful formed a group to pick up the roads in this area. He stated Ms. Cooper and Mayor Wamp have worked with him and the newly formed group to ensure they have the proper necessities to pick up trash.

Commissioner Baker announced on April 1, 2024, the Highway Department will start work on the W Road. He thanked the Highway Department for beginning this project.

Chairman Eversole announced the delegation's format will change within the coming weeks. He noted new procedures will be placed on the County's webpage.

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**DELEGATIONS**

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

Ron Lowe, residing at 16 North Market Street, stated he was the Executive Director at Ever Valley Leadership Academy, which mentors at-risk youths and young adults in community centers. He noted they do prevention work and leadership development. He also spoke about bail reform in the court system and the unfair punishment results it can have on citizens.

Attorney Kiah Duggins with Civil Rights Core, offices at 1601 Connecticut Avenue NW, Washington D.C., spoke about a preliminary injection and summary judgment decision regarding bail issues in Hamblen County, Tennessee, through a case called Torres V. Collins, which her office received. She encouraged the Commission to take action and encourage the Judges to implement an automatic release order for all legally innocent misdemeanor defendants.

Monty Bell, a homeless journalist for the Grey-Haired Foxx, stated he resides at 625 Georgia Avenue and 1000 Lindsey Street. He spoke about being defamed

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AGENDA PREPARATION SESSION  
MARCH 27, 2024**

fundamental constitutional rights to be a black man and a Public Records Request he made to the County.

Being no further business, Chairman Eversole declared the meeting adjourned until Wednesday, April 3<sup>rd</sup>, at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date



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Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

**STATE OF TENNESSEE**            )           Regular Meeting

**COUNTY OF HAMILTON**        )           April 3, 2024

**BE IT REMEMBERED** that on this 3<sup>rd</sup> day of April 2024, 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 Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Joe Graham, Commissioner Lee Helton, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Commissioner Mike Chauncey was absent. Total present - 10. Total absent -1.

Also in attendance were County Mayor Weston Wamp, members of his administrative staff, and County Attorney Rheubin Taylor.

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 3, 2024**

Chairman Eversole introduced Dr. Sam Greer, Pastor of the Red Bank Baptist Church, to offer the invocation. Chairman Eversole led the pledge to the flag.

**PRESENTATION – DISTINGUISHED SERVANT CERTIFICATES – JOSH ALLEN  
AND ANDREW KOOB**

Commissioner Beck invited First Responders Andrew Koob, Joshua Allen, and their supervisor to the podium. He asked Deputy Clerk Jennifer Smith to read their certificate of Distinguished Service into the record. A copy of the certificates has been filed in the Clerk's Office.

Commissioner Beck stated on March 13, his wife was involved in a hit-and-run accident on Shallowford Road. He could not go to the Emergency Room immediately, so he entrusted his "family diamond" to these capable workers. He stated his wife said the First Responders treated her with unbelievable care during this time of psychological trauma. He noted on behalf of their five children, eight grandchildren, and one great-grandchild, he wanted to thank them. He stated you cannot thank these people enough for saving people's lives.

At this time, a round of applause and a standing ovation was given.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

Chairman Eversole stated being a First Responder is a calling and passion. He noted they wake up daily wanting to give back, serve, and protect their community. He spoke about the 12<sup>th</sup> anniversary of Sergeant Tim Chapin's death' who was killed in line of duty as a member the Chattanooga Police Department. He stated he believes our First Responders are daily heroes. He thanked Commissioner Beck for recognizing Mr. Koob and Mr. Allen.

Commissioner Baker also thanked Commissioner Beck for recognizing Mr. Koob and Mr. Allen. He stated there are never enough accolades for individuals who put themselves on the line.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Smith, seconded by Commissioner Highlander, that the minutes of the Recessed Meeting of March 13, 2024, the Agenda Preparation Session of March 13, 2024, and the Regular Meeting of March 20, 2024, be approved, treated the 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 Baker, "Aye," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

Eversole, "Aye." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

**TRUSTEE REPORT**

The Trustee's Monthly and Excess Fee Report for February 2024 was submitted and made a matter of record.

**TRUSTEE 2021 DELINQUENT TAX UNCOLLECTED**

The Trustee's 2022 Delinquent Tax Uncollected Report was submitted and made a matter of record.

**ORDER OF DESIGNATION**

Order of Designation was recorded, designating Todd Leamon to sit as the County Mayor's representative on the Special Called Planning Commission for April 8, 2024, and May 13, 2024, meetings.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

**RESOLUTION NO. 424-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND THE OATH OF JUDICIAL COMMISSIONER.**

**ON MOTION** of Commissioner Highlander, seconded by Commissioner Smith, to adopt Resolution No. 424-1.

There were no questions from the Commissioners or the audience.

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 Baker, "Aye," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

**RESOLUTION NO. 424-2 A RESOLUTION APPROVING THE PROPOSAL FROM LOOMIS ARMORED US, LLC TO INSTALL A LOOMIS SAFEPOINT TITAN RX HIGH-CAPACITY CASH RECYCLER AND PROVIDE SERVICE UNDER AN AGREEMENT FOR THE HAMILTON COUNTY CLERK'S OFFICE AND AUTHORIZING THE COUNTY CLERK TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Shipley, to adopt Resolution No. 424-2.

There were no questions from the Commissioners or the audience.

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 Baker, "Aye," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

**RESOLUTION NO. 424-12 A RESOLUTION ASSIGNING THE USAGE AND OPERATION OF THE BIRCHWOOD SCHOOL BUILDING AND ITS AUXILIARY BUILDING TO THE COUNTY’S PARKS AND RECREATION DEPARTMENT AND THE HEALTH DEPARTMENT, RESPECTIVELY.**

**ON MOTION** of Commissioner Highlander, seconded by Commissioner Beck, to adopt Resolution No. 424-12.

There were no questions from the Commissioners or the audience.

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 Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” Commissioner Smith, “Aye,” and Chairman Eversole, “Aye.” Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 3, 2024**

**RESOLUTION NO. 424-4 A RESOLUTION RESCINDING RESOLUTION NO. 816-33  
GRANTING ABANDONMENT OF A PORTION OF THE UNNUMBERED BLOCK OF  
SCOGGINS CIRCLE.**

Chairman Eversole, member of the Zoning Committee, provided details regarding Resolution No. 424-4 and stated the Zoning Committee reviewed and recommended approval.

There were no questions from the Commissioners or the audience.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 424-4.

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 Baker, "Aye," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

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Chairman Eversole announced Resolution No. 424-3 will be the last item voted on today.

Without objection, Commissioner Smith asked for Resolution Nos. 424-5 and 424-6 be read together.

**RESOLUTION NO. 424-5 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH ARTECH DESIGN GROUP, INC. FOR DESIGN OF THE NEW FORENSIC CENTER FOR AN AMOUNT NOT TO EXCEED \$463,800.00.**

**RESOLUTION NO. 424-6 A RESOLUTION ACCEPTING THE BIDS OF BRADLEY TANK & PIPE, LLC AND ADCO PIPE & SUPPLY, LLC FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING APRIL 15, 2024, THROUGH APRIL 14, 2025, FOR HP STORM PIPE FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**



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Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution Nos. 424-5 and 424-6 and stated the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Smith, seconded by Commissioner Mackey, to adopt Resolution Nos. 424-5 and 424-6.

In response to Commissioner Sharpe's question, the Administrator of Public Works and County Engineer Todd Leamon stated the county has an adopted Resolution that sets up a five-member Review Committee. He noted he is a committee member along with two members designated by the County Mayor and two people selected by the chairman of the Hamilton County Commission, one of whom shall be from the Commission. He stated they solicit proposals, and the five-member committee reviews them, conducts interviews on their top five choices, and then submits the top three to the Mayor to review and submit his recommendation to the Commission for approval. He noted this process was completed last September, and *Resolution No. 923-5* was approved, designating Artech Design Group to design the new Forensic Center.

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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 Baker, "Aye," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

Without objection, Commissioner Smith asked for Resolution Nos. 424-7 through 424-11 be read together.

**RESOLUTION NO. 424-7 A RESOLUTION ACCEPTING QUOTATIONS FROM SAFEWARE, INC. FROM THE OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE FOR COURTHOUSE SECURITY IMPROVEMENTS AMOUNTING TO \$180,000.00 FOR THE HAMILTON COUNTY SHERIFF'S OFFICE, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 424-8 A RESOLUTION APPROVING THE PURCHASE OF WELDING EQUIPMENT FOR THE SHERIFF'S OFFICE FROM W.W. GRAINGER, INC. FROM THE SOURCEWELL PURCHASING COOPERATIVE AMOUNTING TO**

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**\$67,114.73, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY  
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 424-9 A RESOLUTION ACCEPTING THE PROPOSAL FROM  
FLYMOTION, LLC FOR THE PURCHASE OF SILVUS MESH NETWORK DEVICES  
AMOUNTING TO \$50,961.00 FOR THE SHERIFF'S OFFICE AND AUTHORIZING  
THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT  
THIS RESOLUTION.**

**RESOLUTION NO. 424-10 A RESOLUTION TO APPROPRIATE \$71,258 IN  
ACCUMULATED RESTRICTED OPIOID FUNDS TO THE SHERIFF'S OFFICE AND  
AMEND THE FY 2024 REVENUE AND CAPITAL OUTLAY BUDGETS IN ORDER TO  
CONSTRUCT AND EQUIP SPACE AT THE HAMILTON COUNTY JAIL AND  
DETENTION CENTER FOR MEDICATION ASSISTED TREATMENT (MAT) OF  
PRISONERS WITH OPIOID USE DISORDERS.**

**RESOLUTION NO. 424-11 A RESOLUTION TO WAIVE THE PROCUREMENT  
RULES AND AUTHORIZE A NON-COMPETITIVE PROCUREMENT ACCEPTING  
THE PROPOSAL FROM CHATTANOOGA FLOOR CARE FOR THE PURCHASE  
AND INSTALLATION OF FLOORING AT THE HAMILTON COUNTY JAIL AND**

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**DETENTION CENTER AMOUNTING TO \$296,000.00 FOR THE SHERIFF'S OFFICE  
AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS  
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution Nos. 424-7 through 424-11 and stated the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Smith, seconded by Commissioner Graham, to adopt Resolution Nos. 424-7 through 424-11.

There were no questions from the Commissioners or the audience.

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 Baker, "Aye," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

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**RESOLUTION NO. 424-3 A RESOLUTION ABOLISHING THE PRESENT HAMILTON COUNTY AUDIT COMMITTEE AS WAS ESTABLISHED BY THE ADOPTION OF RESOLUTION NO. 313-22, AND ESTABLISHING A NEW HAMILTON COUNTY AUDIT COMMITTEE PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 9-3-401, ET. SEQ.**

**ON MOTION** of Commissioner Shipley, seconded by Commissioner Sharpe, to adopt Resolution No. 424-3.

In response to Commissioner Helton's question, Commissioner Baker stated we are not augmenting the current Audit Committee because we are trying to start the new committee without restrictions. He noted the new committee will be comprised of two Commissioners and three members with CPA qualifications. He stated the point is to make the new committee more independent, effective, and better.

In response to Commissioner Helton's question, Chairman Eversole stated the goal is to make the new Audit Committee more transparent and not a political position. He noted that the Audit Committee has to be neutral and be the approving factor in county government.

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Commissioner Helton stated that to make the board more independent, it would make more sense to have one internal and four external members.

**ON MOTION** of Commissioner Helton, seconded by Commissioner Graham, to amend Resolution No. 424-3 reducing the proposed two Commissioners serving on the board to one Commissioner serving with four external members.

Commissioner Graham stated he does not understand how the board can be independent with a Commissioner on it. He noted the board should consist of five independent citizens. He stated he will support the amendment and the resolution but does not think there should be an elected official on the board.

In response to Commissioner Shipley, Chief Financial Officer Lee Brouner stated it would be an improvement to reduce the number of elected officials on the board. He noted reservations about abolishing a prior resolution that sets guidelines for the audit office and how the auditor is appointed. He stated *Resolution No. 479-18A* has served the county well for the last 45 years and believes it needs to be worked on by the new committee. He noted abolishing it could open the county up to some unnecessary risks.

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In response to Mr. Brouner, Commissioner Baker stated abolishing *Resolution No. 479-18A* does not abolish the auditor. He noted the Private Act of 1941 includes the auditor.

Amie Haun, a certified public accountant who also lectures at the University of Tennessee at Chattanooga, stated independence is the key issue being pushed forward. She noted officials are pushing for more independence from the audit department, noting this would allow audit staff to be unimpeded in maintaining the county's financial controls. He also stated giving outside experts even more seats would enhance their independence.

Commissioner Graham stated he would like another few weeks to gather input and fine-tune the committee. He noted he would like to defer *Resolution No. 424-3* for two weeks.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to defer Resolution No. 424-3 till April 17, 2024.

Mayor Wamp stated that state law requires members of the Legislative body to make these appointments. He spoke of an email he received involving the State Comptroller and wanted it read into the record. Chairman Eversole read the email into

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the record, and a copy was distributed to each Commissioner and filed with the Clerk's Office

In response to Commissioner Baker's questions, Ms. Haun stated she is ready to go with what has been presented to the commission.

Chairman Eversole asked Clerk Knowles to call the roll on the motion to defer *Resolution No. 424-3*.

The foregoing Motion failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, "Nay," Commissioner Beck, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Nay," Commissioner Highlander, "Nay," Commissioner Mackey, "Nay," Commissioner Sharpe, "Nay," Commissioner Shipley, "Aye," Commissioner Smith, "Nay," and Chairman Eversole, "Nay." Commissioner Chauncey was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 3. Total "Nay" votes – 7.

Chairman Eversole asked Clerk Knowles to call the roll on the amendment to Resolution No. 424-3 to reflect one Commissioner on the board instead of two.

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:



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Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” Commissioner Smith, “Aye,” and Chairman Eversole, “Aye.” Commissioner Chauncey was absent.  
Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

Chairman Eversole asked for a roll call on Resolution No. 424-3 as amended.

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 Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” Commissioner Smith, “Aye,” and Chairman Eversole, “Aye.” Commissioner Chauncey was absent.  
Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

Clerk Knowles requested a revised Resolution be submitted to the Clerk’s Office.

In response to Commissioner Highlander’s question, Chairman Eversole stated the chairman of the Audit Committee has the power to appoint an alternate if the Commissioner on the board cannot be present.

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Attorney Taylor stated the amended resolution must be sent back to the State Comptroller for approval.

**ANNOUNCEMENTS**

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Shipley thanked Chairman Eversole for clarifying that Director of Procurement Jerald Carpenter had not done anything wrong when he was mentioned last week during the conversation on *Resolution No. 424-3*. He also spoke about Soddy Daisy needing championship rings for their wrestlers.

Commissioner Sharpe stated the county needs to take care of championship rings for Hamilton County Schools.

**ON MOTION** of Commissioner Sharpe, seconded by Commissioner Shipley, to purchase championship rings for Hamilton County Schools TSSAA teams.

At this time, several commissioners and Mayor Wamp had a lengthy conversation about purchasing championship rings for Hamilton County Schools. They discussed getting all the details together and bringing a resolution forward at next week's Agenda Session.

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Commissioner Sharpe withdrew his motion; Commissioner Shipley withdrew his second.

Commissioner Baker spoke about the great job the Director of Highway Maintenance, Brandon Mauracher, does with communicating.

Commissioner Smith and Commissioner Mackey recognized City Councilwoman Marvene Noel in the audience.

Commissioner Mackey stated he had a statement he would like the Clerks office to read into the record. Deputy County Clerk Jennifer Smith read the statement and a copy was filed with the Clerk's Office.

Commissioner Mackey thanked Mrs. Smith for reading the statement. He also stated Volkswagen is a significant player in Hamilton County, and by coming to Chattanooga, it puts pressure on other companies to treat employees better. He noted the company itself does not object to their workers being unionized.

Commissioner Beck stated unions are humane and take offense to anyone who says unions are political. He noted unions help people understand the human content of the people they have working for them. He cited experiences he had while an employee of Combustion Engineering many years ago.

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Commissioner Sharpe questioned whether a gathering Monday of Republican state and local officials outside the plant urging workers to vote against the union violated federal labor law. He stated he would like to take this up with the Ethics Committee to determine if anyone was in violation and how it could be rectified if a violation was made. He also spoke about ARPA dollars for school facilities, which had been put on hold.

In response to Commissioner Sharpe's question, Chief of Staff for the Mayor's Office Claire McVay stated she did not have an update on funding facilities for schools but would get him an update by the end of the day.

Commissioner Mackey stated his service as a Commissioner has been devoted to advancing the well-being of Hamilton County citizens. He noted those efforts have been manifested in different ways, such as supporting public schools and equipping citizens to live better lives. He stated everything the Commission does is designed to help Hamilton County become a better place to live, work, and play.

Commissioner Helton stated all unions are not created equal. He noted it was appropriate to speak out about the UAW, adding that it sits in a city and county-owned industrial park and was constructed with the help of local and state money.

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Commissioner Highlander commended Mr. Mauracher for his great job with the Highway Maintenance Department. He announced on April 20, 2024, District 9 and District 10 will hold a golf tournament at Bear Trace Golf Course. He also announced on May 17, 2024, the Fund for Excellence will hold a golf tournament at Bear Trace Golf Course. He encouraged everyone to participate.

Commissioner Shipley spoke about how well the Volkswagen plant operates and is a big part of our community. He stated if the UAW is voted in for Volkswagen, he hopes they will manage the facility like unions in Chattanooga and not like unions in Detroit. He cited his good experience as a past member of a trade union.

Commissioner Graham announced that Saturday, April 6, 2024, is the opening day for many Recreational Centers and urged everyone to volunteer. He also announced East Lake, Missionary Ridge, and St. Elmo will have a cleanup day on Saturday. Lookout Valley Elementary School will participate in the Grand Prix event at Volkswagen on April 5, 2024, and invited everyone to come out between 8:30 AM and 4:30 PM. He also spoke about the horrific shooting that took place during a tournament over the weekend at East Brainerd ballfields.

Administrator of General Services Christy Cooper announced on April 6, 2024, at 10:00 AM Swing into Spring will take place at McDonald Farm. She noted this is also the official opening of McDonald Farm. She stated many activities and food vendors

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would be available. She noted there will be an Easter egg hunt beginning at 1:30 PM. Chairman Eversole commended Ms. Cooper on the great job she does with her department.

**DELEGATIONS**

Chairman Eversole asked for delegations on matters other than zoning.

Monty Bell, a homeless journalist for the Grey-Haired Foxx, stated he resides at 625 Georgia Avenue and 1000 Lindsey Street. He spoke about being treated like a noncitizen in his hometown.

Rachel Campbell, residing on Murray Hills Drive, addressed the Commission about labor unions and her support for them.

Lebron James, residing at 1950 Wooten Road, spoke about his Easter Weekend in Collegedale, Tennessee, and his love for Jesus.

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There being no further business, Chairman Eversole declared the meeting in recess until Wednesday, April 10<sup>th</sup>, 2024, at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_ W.F.K.

Date

Clerk's Initials

POs Issued Between \$25,000 - \$50,000			
3/1/2024 - 3/31/2024			
Req. Date	Vendor Name	Status	PO Amount
3/7/2024	INSIGHT PUBLIC SECTOR	PO	\$31,376.64
3/7/2024	SAFEWARE INCORPORATED	PO	\$37,761.11
3/14/2024	TRI STATE ELECTRICAL CONTRACTORS INCORPORATED	PO	\$48,979.05
3/18/2024	BROOKS AND ASSOCIATES	PO	\$30,000.00
3/20/2024	WRIGHT CONSTRUCTION COMPANY	PO	\$34,387.00
3/25/2024	COMPETITION ATHLETIC SURFACES	PR	\$25,100.00





## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-13

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

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

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

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

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants therefore; and
2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefore are approved as taken; and

3. That the persons named on the listing labeled **“OATHS OF DEPUTY SHERIFFS”** are accepted and the oaths therefore are approved as taken; and
4. That each such person named on the listings hereinabove mentioned (which listings are attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024

\_\_\_\_\_  
Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**APRIL 17, 2024**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Danielle Bauer	8299 Booth Bay Dr. Hixson, TN 37343 706-461-3120	Lehigh Valley Genomics 2550 Brodhead Rd., Ste. 202 Bethlehem, PA 18020 267-687-0620
Bethany Bennett	4210 Dupont St. Chattanooga, TN 37412 423-580-4845	Tru World 501 Union St., Ste. 545 Nashville, TN 37219 423-580-4845
Robyn M. Boss	247 Townsend Cir. Ringgold, GA 30736 423-693-4022	Servpro 5463 Watkins St. Ooltewah, TN 37363 423-847-2739
Darlene M. Bruhin	870 Fredonia Rd. Dunlap, TN 37327 475-223-2071	Miller & Martin 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600
Gabriela Cader	805 Canal St., #212 Chattanooga, TN 37402 423-619-8201	Hutton 736 Cherry St. Chattanooga, TN 37402 423-805-4512
Melissa J. Dane	1034 Reunion Dr. Chattanooga, TN 37421 423-762-7720	N/A N/A N/A N/A
Sam D. Diamond	1128 Carter Dr. Chattanooga, TN 37415 423-227-4948	Alliance Title 2242 Encompass Dr. Chattanooga, TN 37421 423-648-8390
Dionne M. Dodds	4746 Rogers Rd. Chattanooga, TN 37411 423-902-9299	CBL & Associates 2030 Hamilton Place Blvd. Chattanooga, TN 37421 423-855-0001
Tamara J. Franich	8513 Maplewood Trl. Ooltewah, TN 37363 423-619-8333	Niles Surveying Co. 3962 Churchill Rd. Chattanooga, TN 37406 423-624-5041
Rosenda Fuentes	6273 Gorse Ln., #101 Chattanooga, TN 37421 423-218-7557	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
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<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Brandi Gann	510 Lone Dr. Ft. Oglethorpe, GA 30742 423-876-8617	Erlanger Medical Center 979 E. 3rd St., Ste. C225 Chattanooga, TN 37403 423-778-5995
Cheryl L. Geddie	6298 Banjo Way Harrison, TN 37341 423-661-5558	PCM Fire Sprinklers 9931 Hwy. 58 Ooltewah, TN 37363 423-954-8827
Tammy R. Gipson	5649 Hunter Rd. Ooltewah, TN 37363 423-364-4051	PCM Fire Sprinklers 9931 Hwy. 58 Ooltewah, TN 37363 423-954-8827
William R. Greenfield	900 Mountain Creek Rd., #O-203 Chattanooga, TN 37405 601-438-2444	Wen Choochoo 104 Gasque Dr. LaFayette, GA 30728 706-638-3144
Karen M. Grizzle	2022 Frankie Ln. Soddy Daisy, TN 37379 423-802-8073	Pinnacle Bank 801 Broad St., Ste. 100 Chattanooga, TN 37402 423-386-2687
Sha Ree Hardy	1407 Mana Ln., #1 Chattanooga, TN 37412 423-304-5749	Secure Notary 1407 Mana Ln., #1 Chattanooga, TN 37412 423-304-5749
James R. Hatcher, III	4909 Adelia Dr. Chattanooga, TN 37416 423-531-6560	Self Employed 4909 Adelia Dr. Chattanooga, TN 37416 423-320-6796
Linda G. Hines	5608 Pinelawn Ave. Chattanooga, TN 37411 423-326-9745	Self Employed 5608 Pinelawn Ave. Chattanooga, TN 37416 423-326-9745
Megan Horne	980 Holcomb Rd. Ringgold, GA 30736 423-255-2490	Spring Creek Pediatrics 929 Spring Creek Rd., Ste. 206 Chattanooga, TN 37412 423-892-3400
Rebecka Houghton	1038 Lansdell Rd. Chattanooga, TN 37412 423-298-2271	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
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<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Arthur G. Johnson	627 Godsey Ln. Chattanooga, TN 37415 423-290-7905	Tri-State Roofing Contractors 460 Dodson Ave. Chattanooga, TN 37404 423-825-4261
Melinda H. Lewallen	532 Neighbors Dr. Soddy Daisy, TN 37379 423-488-5306	Cadence Bank 631 Broad St., Ste. 150 Chattanooga, TN 37402 423-668-5209
Donna Magnuson	271 Masters Rd. Hixson, TN 37343 423-421-7700	Grandview Care Solutions 4704 Hixson Pike Hixson, TN 37343 423-933-1600
Christal J. Malone	249 Talley Ave. Rossville, GA 30741 629-867-9729	Synovus Bank 800 Market St., Ste. 100 Chattanooga, TN 37402 423-648-4376
Mindy Marr	25779 AL Hwy. 71, #B Flatrock, AL 35966 256-695-8367	Ascension Living Alexian Pace 425 Cumberland St., Ste. 110 Chattanooga, TN 37404 423-698-0802
Erin Martin	260 Kincannon Ln. Georgetown, TN 37336 423-280-2998	Silverdale Baptist Academy 7236 Bonny Oaks Dr. Chattanooga, TN 37421 423-892-2319
John R. Meldorf, III	1131 Tamarack Trl. Chattanooga, TN 37412 423-280-0380	Self Employed P.O. Box 1447 Hixson, TN 37343 423-875-6775
Brandi L. Patel	1091 Dogwood Rd. Tunnel Hill, GA 30755 423-544-2158	Car-Mart of Chattanooga 5701 Ringgold Rd. Chattanooga, TN 37412 423-508-1163
Kristofer Rebholtz	3118 Rockmeade Dr. Chattanooga, TN 37411 352-428-5476	River City Legal Group 3100 Brainerd Rd. Chattanooga, TN 37411 423-493-1926
Jacqueline Reed	608 Oak Crest Ln. Hixson, TN 37343 423-838-1764	Truist 7001 Lee Hwy. Chattanooga, TN 37421 423-242-0631

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**APRIL 17, 2024**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jonathan Robbins	4508 Cove Ln. Chattanooga, TN 37415 901-679-5448	Buzzi Unicem USA 1201 Suck Creek Rd. Chattanooga, TN 37405 423-668-0094
Caraline Robinson	728 Frawley Rd., #322 Chattanooga, TN 37412 423-269-1162	Cigna 7555 Goodwin Rd. Chattanooga, TN 37421 423-269-1162
Amber Ross	9100 Integra Preserve Ct., #100 Ooltewah, TN 37363 423-774-0472	N/A N/A N/A N/A
Nivek S. Rucker	6925 Robinson Dr. Chattanooga, TN 37421 423-255-7121	N/A N/A N/A N/A
Graham Schreiner	1511 Castleberry Ave. Chattanooga, TN 37412 423-298-3970	TVFCU 535 Chestnut St. Chattanooga, TN 37402 423-634-3600
Farrah Scoggins	3500 Taylor St. Chattanooga, TN 37406 423-356-0810	Ascension Living Alexian Pace 425 Cumberland St., Ste. 110 Chattanooga, TN 37404 423-698-0802
Brittany Silvey	160 Priscilla Dr. Ringgold, GA 30736 423-987-5933	Spring Creek Pediatrics 929 Spring Creek Rd., Ste. 206 Chattanooga, TN 37412 423-892-3400
Derek M. Smith	260 Goose Creek Cir. Soddy Daisy, TN 37379 423-667-2646	Phoenix Auto Sales 201 E. 20th St. Chattanooga, TN 37408 423-266-3322
Danielle Stradley	6802 Blackberry Ct. Harrison, TN 37341 423-400-2251	Silverdale Baptist Academy 7236 Bonny Oaks Dr. Chattanooga, TN 37421 423-892-2319
Kelly S. Taylor	8507 Deer Run Cir. Ooltewah, TN 37363 423-618-3340	The Southern Agency 9469 Bradmore Ln., Ste. 209 Ooltewah, TN 37363 423-763-1111

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
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<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Tammie R. Webb	3215 Social Cir. Chattanooga, TN 37415 423-593-5608	Spears-Hopkins 5730 Fisk Ave. Chattanooga, TN 37421 423-899-1706
Ryan Wethington	4034 Honor Cir. Chattanooga, TN 37416 502-724-0204	Republic Finance 7540 E. Brainerd Rd., Ste. 106 Chattanooga, TN 37421 423-892-5941
Kalia Williams	1700 E. Boy Scout Rd. Hixson, TN 37343 423-888-1623	Project Return 620 Lindsay St., Ste. 100 Chattanooga, TN 37403 423-609-8986

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE  
HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
APRIL 17, 2024**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Marissa M. Cowart	February 28, 2024	March 20, 2024
NaKieh Hughley	February 28, 2024	March 20, 2024
Lynn Ellyn Kirk	February 28, 2024	March 20, 2024
Keona Morrow	February 28, 2024	March 20, 2024
Ashley Norling	February 14, 2024	March 20, 2024
Anne Hayes Pearce	February 14, 2024	March 20, 2024
Diane M. Reichmann	February 28, 2024	March 20, 2024
Alta L. Russell	February 28, 2024	March 20, 2024
Robin Shrader	February 28, 2024	March 20, 2024
Elizabeth A. Tomlin	February 28, 2024	March 20, 2024
David C. Veazey	February 28, 2024	March 20, 2024
Veronica Vinson	February 28, 2024	March 20, 2024
Lorie A. Banther	February 28, 2024	March 21, 2024
Leigh Ann Kimbrough	February 14, 2024	March 21, 2024
Virginia S. Miller	February 28, 2024	March 21, 2024
Jordan W. Pence	February 28, 2024	March 21, 2024
Susan Smith-Nutt	December 13, 2023	March 21, 2024
Jeremy Agard	February 28, 2024	March 22, 2024
Tiffany Dowden	February 28, 2024	March 22, 2024
Manuel Guirola	March 13, 2024	March 22, 2024
M. Paige Holt	February 28, 2024	March 22, 2024
Brenda L. Keith	February 28, 2024	March 22, 2024
Aleesha Williams	February 28, 2024	March 22, 2024
Andrea L. Cribben-Acosta	March 13, 2024	March 25, 2024
Robyn Hall	February 28, 2024	March 25, 2024
Kimberly R. Knight	February 28, 2024	March 25, 2024
Jennifer L. Mahon	March 13, 2024	March 25, 2024
Catherine Nava	March 13, 2024	March 25, 2024
J. Raschke	February 14, 2024	March 25, 2024



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

**APRIL 17, 2024**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
John C. Rexford	March 13, 2024	March 25, 2024
Kathryn Rogers	February 28, 2024	March 25, 2024
Amy Sue Cardinale	January 2, 2024	March 26, 2024
Abigail M. Ferris	February 28, 2024	March 26, 2024
Eylene Gilstrap	March 13, 2024	March 26, 2024
Jessica Griffith	February 28, 2024	March 26, 2024
George Judzewitsch	February 28, 2024	March 26, 2024
Tina D. LeJeune	February 28, 2024	March 26, 2024
Abigail E. Nipp	June 13, 2023	March 26, 2024
Jennifer Chisum	February 28, 2024	March 27, 2024
Ora Citty	February 28, 2024	March 27, 2024
Linda Clayton	March 13, 2024	March 27, 2024
Denver Denham	March 13, 2024	March 27, 2024
Chaiden Durham	February 28, 2024	March 27, 2024
Sara M. Finley	March 13, 2024	March 27, 2024
Tracie L. Howard	February 14, 2024	March 27, 2024
Destiny Irvin	February 14, 2024	March 27, 2024
Deborah F. Kelley	March 13, 2024	March 27, 2024
Laura J. Land	January 30, 2024	March 27, 2024
Renee Lautigar	March 13, 2024	March 27, 2024
Linda Jo Laymon	March 13, 2024	March 27, 2024
Robyne Lopez	March 13, 2024	March 27, 2024
David C. Nagle	March 13, 2024	March 27, 2024
Amanda Poe	March 13, 2024	March 27, 2024
Tiffany Powell	February 28, 2024	March 27, 2024
Mark L. Settles	March 13, 2024	March 27, 2024
Calvin Smith	March 13, 2024	March 27, 2024
Jennette Arlene Thomas	February 28, 2024	March 27, 2024
Gladys M. Atchley	March 13, 2024	March 28, 2024
Mary F. Bunch	March 13, 2024	March 28, 2024
James W. Clements III	March 13, 2024	March 28, 2024
Jason Langston	February 28, 2024	March 28, 2024
Joy Little	February 28, 2024	March 28, 2024
Debbie M. Roddy	February 28, 2024	March 28, 2024

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

**APRIL 17, 2024**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Sarah Strickland	February 28, 2024	March 28, 2024
J. Thomas	February 28, 2024	March 28, 2024
Robert J. Batson, Jr.	March 13, 2024	April 1, 2024
Scott Cornelius	February 14, 2024	April 1, 2024
Loyd O'Mally Foster	March 13, 2024	April 1, 2024
Sierra Gollner	March 13, 2024	April 1, 2024
Kaitlyn Nagy-Stanton	February 14, 2024	April 1, 2024
Lisa D. Willard	March 13, 2024	April 1, 2024
Shannon Brubaker	January 9, 2024	April 2, 2024
Jacqueline N. Dowell	February 28, 2024	April 2, 2024
Susan V. Spletzer	February 28, 2024	April 2, 2024

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
APRIL 17, 2024**

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

<u><b>NAME</b></u>	<u><b>DATE OF OATH</b></u>
Bradley Martin Combs	March 27, 2024
Justin Lonny Graham	March 27, 2024
Matthew David Hoza	March 27, 2024
Jonathan Robert Mueller	March 27, 2024
David Toshimi Yoshitake	March 27, 2024
Virginia Ruth Sheffey Allen	April 1, 2024
Peyton Blair Chlebisch	April 1, 2024
Amber Dawn Harwood	April 1, 2024
Leland Merle Anthony Kelly II	April 1, 2024
Juan Francisco Pardue	April 1, 2024
Larry Caleb Pratt	April 1, 2024
Dawson Lee Schwartz	April 1, 2024
Artur Kornelyevich Shaylitsa	April 1, 2024
Caley Annabelle West	April 1, 2024

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**STATE OF TENNESSEE** } ss.  
**Hamilton County**

I, Bradley Martin Combs, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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.

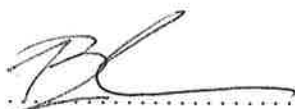
I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further 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

27<sup>th</sup> day of March, 2024.

W. F. Knowles

By Delpha Bradley

  
} **Bradley Martin Combs**

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**STATE OF TENNESSEE** } ss.  
**Hamilton County**

I, **Justin Lonny Graham** ....., 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

27<sup>th</sup> day of March, 2024.

..... W. F. Knowles .....

By Delpha Bralley .....

} ..... Justin Lonny Graham .....  
**Justin Lonny Graham**

STATE OF TENNESSEE } ss.  
Hamilton County

I, Matthew David Hoza, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

27<sup>th</sup> day of March, 2024.

W. F. Knowles

By Delpha Brally

Matthew D. Hoza  
Matthew David Hoza

STATE OF TENNESSEE } ss.  
Hamilton County

I, **Jonathan Robert Mueller**, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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  
27<sup>th</sup> day of March, 2024.

W. F. Knowles

By Debra Bradley

Jonathan Robert Mueller  
**Jonathan Robert Mueller**

STATE OF TENNESSEE } ss.  
Hamilton County

I, David Toshimi Yoshitake, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.


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

Sworn to and subscribed before me this

27th day of March, 2024.

W.F. Knowles

By Delpha Bralby

  
David Toshimi Yoshitake



STATE OF TENNESSEE } ss.  
Hamilton County

I, Virginia Ruth Sheffey Allen, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1<sup>st</sup> day of April, 2024.

W. F. Knowles

By Delpha Bradley

Virginia Ruth Sheffey Allen  
Virginia Ruth Sheffey Allen

**STATE OF TENNESSEE** } ss.  
**Hamilton County**

I, **Peyton Blair Chlebisch**, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1st day of April, 2024.

W. F. Knowles

By Delpha Bradley



Peyton Blair Chlebisch

**Peyton Blair Chlebisch**

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**STATE OF TENNESSEE**  
**Hamilton County** } ss.

I, **Amber Dawn Harwood** , 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1st day of April, 2024.  
W. F. Knowles

By Delpha Bradley

Amber Dawn Harwood  
**Amber Dawn Harwood**

**STATE OF TENNESSEE**  
**Hamilton County** } ss.

I, **Leland Merle Anthony Kelly II** . . . . ., 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1<sup>st</sup> day of April, 2024.

W. F. Knowles

By Delpha Brally

  
**Leland Merle Anthony Kelly II**

STATE OF TENNESSEE } ss.  
Hamilton County

I, Juan Francisco Pardue, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1 day of April, 2024.

W.F. Knowles

By Shami H. Palmer

}

Juan Pardue

**Juan Francisco Pardue**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Larry Caleb Pratt, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1 day of April, 2024.  
W.F. Knowles

By Shawn H. Palmer

Larry Caleb Pratt  
Larry Caleb Pratt

**STATE OF TENNESSEE**  
**Hamilton County** } ss.

I, **Dawson Lee Schwartz** ....., 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1 day of April, 2024.

W.F. Knowles

By Shawn H. Palmer

Dawson Lee Schwartz

**Dawson Lee Schwartz**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, **Artur Kornelyevich Shaylitsa** . . . . ., 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

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

Sworn to and subscribed before me this

15 day of April, 2024.

W. F. Knowles

By Delpha Brasley

Artur Kornelyevich Shaylitsa  
Artur Kornelyevich Shaylitsa



STATE OF TENNESSEE }  
Hamilton County } ss.

I, Caley Annabelle West, 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 of Hamilton County, Tennessee, to which office I have been appointed by **Austin Garrett**, 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

1 day of April, 2024.

W. F. Knowles

By Shawn H. Palmer

Caley West  
**Caley Annabelle West**



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-14

**A RESOLUTION TO APPOINT ONE (1) MEMBER TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR A TWO (2) YEAR TERM BEGINNING APRIL 17, 2024 AND ENDING APRIL 17, 2026.**

WHEREAS, the Hamilton County Government Personnel Rules and Regulations provide for the appointment of an Employee Appeals Board; and

WHEREAS, Commissioners representing Districts 10 and 11 have appointed Virginia Manson for said term.

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

That Alan Howard appointed is hereby appointed to the Hamilton County Employee Appeals Board for a term beginning April 17, 2024 and ending April 17, 2026.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

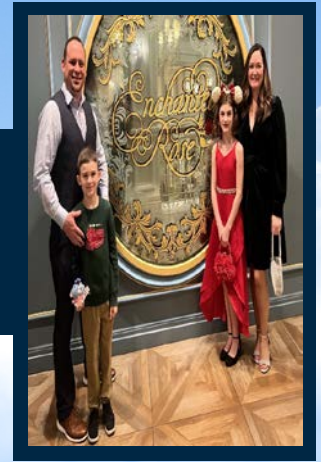
April 17, 2024

\_\_\_\_\_  
Date

# Alan Howard

9902 Cottage Creek Lane • Apison, TN 37302 • 770-815-3954

Andrew.Howardo@Walm-mart.com



## ▼ Mission Statement

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To Serve, To Be Taught, To Lead, To Encourage, and To Aid everyone I meet.

## ▼ Experience

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August 2023–Present

**Market Manager • Market 119 • Walmart**

February 2020–2023

**Market Manager • Market 18/35 • Walmart**

I am responsible for overseeing facility management in various facilities, offering direction, setting expectations, and promoting personal development. I prioritize attracting and retaining top-tier talent, supporting company human resource initiatives, and ensuring a solid pipeline for future leaders. I am committed to implementing and modeling exceptional customer service standards across all facilities, understanding each customer's unique needs to provide an unparalleled customer experience. I am responsible for \$1.2 billion in sales and \$85 million in true profit YOY.

## ▼ Education

---

Georgia Highlands, Rome, Ga

- Business Management Major, 3.6 GPA

## ▼ Family

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I have been married for 21 years to Jessica. We have two children, Hannah (14) and Micah (9) and love to travel. Jessica has worked as a travel agent for the last 5 years and this has really ignited our passion to see the world. I am a cancer survivor, and I am truly thankful for every day I have with my family. We moved to the area in August of 2023 and have visited several churches and are excited to find our new home. We were members at Free Chapel in Gainesville, Ga. before relocating.

## ▼ Leadership

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Member of Urban League (Greenville, SC)

Wreath Across America Participate

Chamber of Commerce (Dawsonville, GA., Toccoa, GA)

Outreach Pastor (Cedartown, COG)

## ▼ References

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[Available upon request.]



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-15

A RESOLUTION TO ACCEPT THE PROPOSAL OF FIRST HORIZON BANK TO PROVIDE BANKING SERVICES FOR THE COUNTY TRUSTEE FOR AN INITIAL FOUR (4) YEAR CONTRACT BEGINNING JUNE 8, 2024, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL FOUR-YEAR TERM, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement to provide banking services for an initial four (4) year term, with the option to renew for one (1) additional four-year term for the County Trustee; and,

WHEREAS, the County Trustee evaluation committee has reviewed and evaluated the proposals received based on the criteria listed in the Request for Proposals; and,

WHEREAS, the proposal from First Horizon Bank was considered to be the best proposal received; and,

WHEREAS, during the term of the agreement additional related services or the purchase of additional related equipment may be negotiated on an as-needed basis throughout the term of the contract, subject to funding availability; and,

WHEREAS, funding for the cost of these services will be provided by the Trustee's Excess Fee fund.

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

That the proposal from First Horizon Bank to provide Banking Services for the County Trustee for an initial four (4) year contract beginning June 8, 2024, with the option to renew for one (1) additional four-year term is hereby accepted, said proposal being the best overall proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date

## **Recommendation for RFP # 0224-042: Banking Services**

### **Background**

A Request for Proposal (RFP) was issued by the County in February 2024. The County's intention for this RFP was to solicit sealed proposals from qualified Federal Reserve member banks or State of Tennessee chartered banks to provide general banking services on behalf of the Hamilton County Trustee ("Trustee") serving as Treasurer and acting on behalf of the County.

### **RFP Process**

The objective of the RFP process was to identify the banking institution that can offer the highest quality service at the lowest net cost to the taxpayers – key elements of the product and services requested included:

- Bank Concentration Account with sub-accounts
  - Check Clearing Account (ZBA/Controlled Disbursement)
    - County General Disbursements
    - County Payroll Account
    - Board of Education Payroll Account
    - Board of Education General Disbursements
  - Board of Education Child Care Account
  - Board of Education Child Nutrition Depository Account
    - Child Nutrition Payable (ZBA/Controlled Disbursement)
- Account Structure and use of concentration and zero-balance accounts, including
  - Concentration Account
  - Check Clearing Accounts (ZBA/Controlled Disbursement)
  - Board of Education Child Nutrition Depository Account
  - Board of Education Child Care Account
  - Other Zero-Balance Accounts
- Availability of Funds
- Daily Balance Report Notification
- Automatic Overnight Investment Program
- Wire Transfer and ACH Transactions
- Account Reconciliation
- Positive Payment Disbursing System
- Remote Deposit Services
- Statement and Advice Frequency
- Designated Account Executive
- Automated Clearing Hour (ACH)
- EFT's
- Online Banking Services
- Other Banking Service and Conditions
- Lockbox and Bank Branch Collections for Property Taxes (Optional)

## **RFP Responses**

Proposals were received from the following three (3) vendors

- First Horizon Bank
- Pinnacle Financial Partners
- Truist Bank

## **Evaluation and Review Process**

The evaluation committee members reviewed each proposal submission to confirm vendors met the following qualifications:

- Must be a banking corporation incorporated under the laws of the State of Tennessee or the United States
- Maintain its home office or a full-service branch Bank within Hamilton County (provide map of locations)
- Submit financial statements for the past two fiscal years (must include an unqualified opinion from a Certified Public Accountant and appropriate notes to the financial statements)
- Must be an authorized state depository as designated in *TCA 9-4-107*
- Must have and submit a detailed disaster recovery plan that will provide for continuous delivery of services under the contract
- Must be a participant and originator in the Automated Clearing House System

Each proposal submission was scored utilizing the following evaluation criteria and points as included in the RFP specifications:

<b>EVALUATION CRITERIA</b>	<b>POINTS (Total of 100)</b>
Solution Proposed	40
Experience and References	30
Qualifications	20
Cost	10

## **Recommendation**

- The recommendation of the evaluation committee is to award the contract to First Horizon Bank based on the overall evaluation scores as listed below:

<b>VENDOR</b>	<b>First Horizon</b>	<b>Pinnacle Financial Partners</b>	<b>Truist</b>
Overall Score	98	85	70

- **Solution Proposed**

The Proposal from First Horizon Bank met all of the requirements of the RFP. The selection of First Horizon Bank offers the best pricing as well as the least interruption to the day to day banking operations for the County.

- **Experience and References**

First Horizon offered necessary and acceptable references. They demonstrated wide-ranging experience in the Banking Industry for securing and managing public funds.

- **Qualifications**

First Horizon met all Qualifications detailed in the RFP.

- **Cost**

First Horizon Bank provided the better pricing for Banking Services, including Lockbox and Over the Counter Collections of Property Taxes.

### **Funding Details**

Funding for the cost of this service will be provided by the Trustee's Excess Fee fund.

vendor registrypowered by  
mnd commerce

Recruit Matching Vendors

Recruit vendors with matching products and/or services. Clicking the RECRUIT button will send a recruitment email.

Sealed Solicitation Details

Notify

Recruit

Pre-Bid

Solicitations / Recruit

Success

134 vendors have been notified. You can access your recruit history in the analytics tab.

OK

Search

SELECTED

SEARCH

BUSINESS NAME

MILES

150

ZIP CODE

37404

SEARCH

VENDORS

DISTANCE

MILES

150

ZIP CODE

37404

CERTIFICATION

SBA 8(A) (3)

OTHER (2)

DBE CERTIFIED (1)

DIVERSITY

NONE (68)

MINORITY OWNED (10)

WOSB (WOMAN OWNED SMALL BUSINESS) (5)

SBE (SMALL BUSINESS ENTERPRISE) (4)

more

MINORITY

NONE (122)

BLACK (8)

(1)

ASIAN (1)

more

DEBARMENT

COMPLIANCE

COUNTRY

UNITED STATES OF AMERICA (134)

SUBMIT SEARCH

GA (46)

https://vrapp.vendorregistry.com/Bids/Manager/RecruitVendors?bidid=4a229362-9846-4d60-ace4-ba9a926ee672&buyerId=af2b9f95-ac2f-48de-9765-... 1/3



AL (12)

COUNTY

☐ FULTON COUNTY (24)

☐ KNOX COUNTY (22)

☐ DAVIDSON COUNTY (17)

☐ JEFFERSON COUNTY (7)

CITY

☐ ATLANTA (25)

☐ KNOXVILLE (21)

☐ NASHVILLE (17)

☐ MURFREESBORO (7)

more

SELECT VENDORS FOR RECRUITMENT

RECRUIT SELECTED VENDORS

Showing results 101-134 of 134

<input checked="" type="checkbox"/>									
<input checked="" type="checkbox"/>	Stone Lion Capital Partners	Stephen Williams	stephen@stonelionusa.com	Oak Ridge	Anderson County	TN	None	None	
<input checked="" type="checkbox"/>	SunTrust Bank	Charlene Craig	charlene.h.craig@suntrust.com	Atlanta	Fulton County	GA		None	
<input checked="" type="checkbox"/>	SunTrust Bank	Peter Kaihani	peter.kaihani@suntrust.com	Nashville	Davidson County	TN		None	
<input checked="" type="checkbox"/>	SunTrust Bank	Cynthia Livingston	cynthia.livingston@suntrust.com	Atlanta	Fulton County	GA	None	None	
<input checked="" type="checkbox"/>	Superior Card Consulting, LLC	Lissa Redfern	superiorcardconsulting@gmail.com	Canton	Cherokee County	GA		None	
<input checked="" type="checkbox"/>	Synovus Bank	Jerret Bess	jerretbess@synovus.com	Chattanooga	Hamilton County	TN	None	None	
<input checked="" type="checkbox"/>	The Bankcard Group	Emma Tracy Carpenter	ecarpenter@emailbcg.com	Ringgold	Catoosa County	GA		None	
<input checked="" type="checkbox"/>	The Exchange Bank of Alabama	Kevin Phillips	kevinphillips@esba.com	GADSDEN	Etowah County	AL	None	None	
<input checked="" type="checkbox"/>	The Neil Group	Bid Alerts	theneilgroup@gmail.com	brentwood	Williamson County	TN		None	
<input checked="" type="checkbox"/>	The Trust Company	Chad Schollaert	cschollaert@thetrust.com	Knoxville	Knox County	TN		None	
<input checked="" type="checkbox"/>	TNBANK	Leslie England	lengland@tnbank.net	Knoxville	Knox County	TN	None	None	
<input checked="" type="checkbox"/>	TriStar Bank	Ted Williams	ted.williams@tristar.bank	Columbia	Maury County	TN	None	None	
<input checked="" type="checkbox"/>	Truist Bank	Deborah Spitale	deb.spitale@truist.com	Atlanta	Fulton County	GA	None	None	
<input checked="" type="checkbox"/>	Truist Financial	Sirus Tahmaseb	sirus.tahmaseb@truist.com	Birmingham	Jefferson County	AL	None	None	
<input checked="" type="checkbox"/>	Truist Securities	Kristen Hoard	kaydee.hoard@truist.com	Atlanta	Fulton County	GA	None	None	
<input checked="" type="checkbox"/>	Truist Securities, Inc.	Joseph Bentley	joseph.bentley@truist.com	Atlanta	Fulton County	GA	None	None	
<input checked="" type="checkbox"/>	Truist Bank	Eric Anderson	eric.anderson@suntrust.com	Knoxville	Knox County	TN	None	None	
<input checked="" type="checkbox"/>	U.S. Bank	Steven Chapel	steven.chapel@usbank.com	Nashville	Davidson County	TN		None	
<input checked="" type="checkbox"/>	U.S. Bank	Angie Hartley	angela.hartley@usbank.com	Murfreesboro	Rutherford County	TN		None	
<input checked="" type="checkbox"/>	U.S. Bank	Steve Richter	steven.richter@usbank.com	Birmingham	Jefferson County	AL	WOSB (Woman Owned Small Business)	None	
<input checked="" type="checkbox"/>	U.S. Bank	Angie Hartley	angela.hartley@usbank.com	Rockwood	Roane County	TN	None	None	
<input checked="" type="checkbox"/>	U.S. Bank National Association	Mark Hallam	mark.hallam@usbank.com	Atlanta	Fulton County	GA		None	
		Larry Odom	larry_odom@ucbi.com	Dahlonega	Lumpkin County	GA	None	None	
<input checked="" type="checkbox"/>	United Community Bank	James Askew	james_askew@ucbi.com	Dawsonville	Dawson County	GA		None	

<input checked="" type="checkbox"/>	urban voice	Jermaine Harper	jermainedh				Minority Owned	Black		
<input checked="" type="checkbox"/>	US Bank	Tripp Jones	trippjones@					None		
<input checked="" type="checkbox"/>	US Bank	Carson Thoma	carson.thom					None		
<input checked="" type="checkbox"/>	US Community Credit Union	Adrian Muniz III	ad.muniz@					None		
<input checked="" type="checkbox"/>	Vaas Professionals LLC	Steve Julal	steve.julal@vaasprofessionals.com	Atlanta	Fulton County	GA	Minority Owned	Black		
<input checked="" type="checkbox"/>	Volunteer Federal	Rob Rule	rrule@volfed.com	Sweetwater	Monroe County	TN		None		
<input checked="" type="checkbox"/>	Wells Fargo Bank	Ellie Sternberg	ellie.sternberg@wellsfargo.com	Huntsville	Madison County	AL		None		
<input checked="" type="checkbox"/>	Wilson Bank & Trust	Jennifer Medlin	jmedlin@wilsonbank.com	Lebanon	Wilson County	TN		None		
<input checked="" type="checkbox"/>	Wilson Bank & Trust	John Ross	jross@wilsonbank.com	Lebanon	Wilson County	TN	None	None		
<input checked="" type="checkbox"/>	Yearly, Howell & Associates	Hubert Yearly	byearly@yearlyhowell.com	Nashville	Davidson County	TN		None		

«

1

2

3

»



**Please run the attached advertisement in the Legal Ads on Friday, February 2, 2024**

**LEGAL NOTICE**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting sealed proposals from qualified Federal Reserve member banks or State of Tennessee chartered banks to provide general banking services on behalf of the Hamilton County Trustee serving as Treasurer and acting on behalf of the County. Specifications are available by contacting the Procurement Department at [www.hamiltontn.gov/Department\\_Procurement.aspx](http://www.hamiltontn.gov/Department_Procurement.aspx) or at 423.209.6350.

Sealed proposals will be received in the office of the Hamilton County Procurement Director, located at 455 North Highland Park Avenue, Chattanooga, TN 37404 before 2:30 P.M. (ET) on Friday, March 1, 2024.

Jerald Carpenter

Director of Procurement & Fleet Management

**LEGAL NOTICE**

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Sealed proposals will be received in the office of the Hamilton County Procurement Director, located at 455 North Highland Park Avenue, Chattanooga, TN 37404 before 2:30 P.M. (ET) on Friday, March 1, 2024.

Jerald Carpenter

Director of Procurement & Fleet Management

Feb. 2, 2024

Br700177



## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-16

**A RESOLUTION CALLING FOR A REFERENDUM TO BE PRESENTED TO THE VOTERS OF HAMILTON COUNTY ALLOWING THE SALE OF LIQUOR BY THE DRINK FOR ON-PREMISES CONSUMPTION IN THE UNINCORPORATED AREAS OF HAMILTON COUNTY.**

**WHEREAS**, the consumption of alcoholic beverages on the premises of business established in the unincorporated areas of Hamilton County, Tennessee, is not presently allowed;

**WHEREAS**, Tennessee Code Annotated Sections 57-3-106, 57-4-103, and 57-4-107 authorize county legislative bodies to call for a special referendum (as part of a general election) in order to give the voters of the county the opportunity to indicate their willingness to allow local business establishments to sell alcoholic beverages for consumption on premises within the county (outside of all municipal boundaries therein);

**WHEREAS**, this county legislative body feels that the allowing of on-premises sale and consumption of alcoholic beverages would allow great economic growth to those areas of our community and be of great economic benefit to the citizens of Hamilton County;

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

That pursuant to the provisions of Tennessee Code Annotated Section 57-4-103, there shall appear on the November, 2024 Hamilton County general election ballot a referendum presented to the voters of Hamilton County as to the question as to whether the sale of alcoholic beverages for on-premises consumption shall be allowed in the unincorporated areas of Hamilton County.

**BE IT FURTHER RESOLVED**, that the question to be presented to the voters shall be as follows:

“       **FOR legal sale of alcoholic beverages for consumption on the premises in Hamilton County, Tennessee.**

\_\_\_\_\_ **AGAINST legal sale of alcoholic beverages for consumption on the premises**  
**in Hamilton County, Tennessee.”**

**BE IT FURTHER RESOLVED**, that the Hamilton County Clerk shall forward to the Coordinator of Elections of the Hamilton County Election Commission a certified copy of this resolution evidencing this county legislative body’s passage by a two-thirds (2/3) vote of this resolution calling for said referendum on the November, 2024 Hamilton County general election ballot.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 424-17

**A RESOLUTION AMENDING RULES 2, 7, 8, 11, AND 13 OF THE OFFICIAL PROCEEDINGS OF THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, TENNESSEE, AS MODIFIED ON JULY 19, 2017.**

**WHEREAS**, by Resolution No. 717-28 this county legislative body adopted and/or modified its Official Proceedings (Rules of Order) by which it conducts its business when in session; and

**WHEREAS**, said Rules, as adopted, require amending from time to time in order to bring the conducting of said meetings into compliance with changes in State laws as well as to adopt to the needs of the community and constituents that are served by this county legislative body;

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

That the Rules of the Official Proceedings of the Board of Commissioners be, and hereby are, amended, respectively, to provide as follows:

**“Rule 2. Presiding Officer’s Duties. The Chairman shall preserve order and decorum; speak to points of order in preference to other members; and shall decide questions of order, subject to appeal to the Commission by any member. The Chairman shall have general direction of the Commission Room and its decorum in accordance with the authority granted under the Rules of the Commission, and all matters on the Agenda to be considered by the Commission. Unless otherwise prevented by circumstances, all matters to be considered by the Commission shall be presented to the Commission and the general public on a published printed Agenda as composed no less than 48 hours prior to the meeting of the Commission. Any matter to be presented and considered by the Commission within said 48-hour period shall be presented to, and authorized by, the Chairman for inclusion in the up-coming meeting.**

**The Chairman shall not make motions, nor second same, while presiding, and shall vote last on all votes taken.”**

The first (1<sup>st</sup>) paragraph of the existing **Rule 7**, entitled **“Voting by Commissioners”**, shall read,

**“Rule 7. Voting by Commissioners. Before any business or vote of the Commission can be done, a quorum (no less than 6) must be present. Every member of the Commission shall be in their respective seat in order to cast a vote; there shall be no voting by proxy. In all voting, the presiding officer shall cast their vote last. All matters, including an expenditure of county funds, shall be decided by a Roll Call vote. On any matter to be decided by the Commission, the approval of a majority of the Commission (6 voting in approval) shall be required, unless these Rules or law provide otherwise.”**

There shall be added to **Rule 8**, entitled **“Seeking recognition of presiding officer prior to speaking”**, the following new paragraph,

**“Any Commissioner or other elected official desiring to present to the Commission a statement for inclusion in the public record as to a matter not on the agenda shall personally present (by reading, referring to, or summarizing) said statement and shall not delegate the reading thereof. A copy of said statement shall be filed in the Clerk’s Office.”**

The last three paragraphs of the existing **Rule 11**, entitled **“Addressing the Commission”**, shall read,

**“Effective April 17, 2024, prior to the adjournment of each meeting, any citizen, resident, or other interested person shall be afforded the privilege of addressing the Commission on any matter to which the Commission has authority, other than zoning, and is not on the Agenda.**

**Permission to address the Commission shall be acquired by notifying the Commission Office and/or staff (by email, mail, or phone call) of the desire to do so at least one (1) week prior to the meeting in which they desire to speak. Said notice shall include the speaker’s name, address, and subject to which the Commission is to be addressed. Those granted permission to speak to the Commission shall be afforded three (3) minutes to make their respective presentation, and any delegation with more than one (1) presenter shall be allotted a total of ten (10) minutes.**

**No presenter/speaker addressing the Commission shall be allowed to levy any verbal attacks, or single out, any member of the Commission, County Official, any County employee, or their family members.”**

The present last paragraph of **Rule 13. County Mayor Matters** shall become a separate **Rule 14, entitled, “Control of Agenda Items(s)”**, and shall state, **“Once a resolution or presentation has been listed on the Agenda for the upcoming Commission meeting, the proposer who presented it can notify the staff (who posts matters on the County’s CERP) and the Commission’s staff of his/her decision to withdraw said resolution presentation from the upcoming Agenda. That announcement by the member can be made at any time between the adjoining of the Agenda meeting until the moment such resolution has been moved and seconded and the Clerk reads the caption of that resolution during the Commission meeting. If the announcement is to be made by the member during the Commission meeting, the member should seek recognition from the presiding officer as soon as possible (after the meeting has started), or before the caption to said resolution is read by the Clerk’s staff, and announce his/her decision to withdraw said resolution. Once the caption to a particular resolution has been read by the County Clerk’s staff, it then becomes the property of the entire Commission. The member who initially presented said resolution would then have to seek the consent/permission of the presiding officer and a majority of the Commission before being allowed to withdraw that resolution from consideration and/or modify it.”**

**BE IT FURTHER RESOLVED**, that the remaining Rules of the present Official Proceedings shall be sequentially numbered and printed in a bound book.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024  
Date





## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-18

**A RESOLUTION TO APPROPRIATE A TOTAL OF \$3,150,000 IN BOND FUNDS TO THE HAMILTON COUNTY SCHOOLS FOR INVESTMENTS IN CAREER AND TECHNICAL EDUCATION (CTE) CAPITAL PROJECTS AS LISTED BELOW**

**WHEREAS,** Hamilton County Government in collaboration with Hamilton County Schools has identified opportunities to invest and expand Career and Technical Education at Harrison Bay Future Ready Center, Hixson High School, Howard High School and East Ridge High School; and,

**WHEREAS,** the Hamilton County Schools and Hamilton County Government worked together on the below list to be funded from this allocation; and,

Advanced Manufacturing, Architecture and Construction Pathways	1,500,000	Additional classrooms, elevator & equipment
Hixson High School: EMS Partnership Pipeline	150,000	Classroom and equipment needs
Howard High School: Advanced Manufacturing (Welding)	1,000,000	Ventilation system and equipment
East High Ridge School: Advanced Manufacturing, Architecture and Construction Pathway	500,000	Equipment
	<u>\$ 3,150,000</u>	

**WHEREAS,** this legislative body believes it is in the best interests of the residents of Hamilton County to authorize these expenditures; and,

**WHEREAS,** there are sufficient funds remaining in the 2018 Bond Fund available for these expenditures.

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

That the appropriation of \$3,150,000 in 2018 Bond Funds to the Hamilton County Schools for Career and Technical Education capital projects listed above is hereby approved.

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

**CERTIFICATION OF ACTION**

Approved:

☐

Rejected:

☐

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

Approved:

☐

Vetoed:

☐

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

\_\_\_\_\_  
April 17, 2024

Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-19

**A RESOLUTION TO APPLY FROM THE U.S. DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES OFFICE (COPS OFFICE) LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA) PROGRAM.**

**WHEREAS**, the LEMHWA program provides the funding to improve the delivery of and access to mental health and wellness services for law enforcement through training and technical assistance, demonstration projects and implementation of promising practices related to peer mentoring mental health and wellness programs; and

**WHEREAS**, funding from the grant, with no required local match, will be used by the Sheriff's Office to implement a plan for law enforcement personnel of a formal peer support program, as well as establishing a regional network of trained peer supporters throughout the smaller agencies in the local area.

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

That the County Mayor is hereby authorized to apply for a grant to the Sheriff's Office from the U.S. Department of Justice COPS Office to fund the LEMHWA program.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 424-20

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) VEHICLES AMOUNTING TO \$166,776.00 FROM TT OF COLUMBIA, INC. DBA CHRYSLER DODGE JEEP RAM FIAT OF COLUMBIA FROM THE STATE CONTRACT SWC-209 FOR THE HAMILTON COUNTY SHERIFF'S OFFICE, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received from TT of Columbia, Inc. dba Chrysler Dodge Jeep RAM Fiat of Columbia for four (4) Dodge Durango AWD utility vehicles from the State Contract SWC-209 amounting to a total of \$166,776.00; and,

WHEREAS, these vehicles will be used to support mental health transports; and,

WHEREAS, the total amount of \$166,776.00 is considered economically fair; and,

WHEREAS, the total purchase will be funded by the Mental Health Transport Grant.

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

That the purchase of four (4) vehicles for the Hamilton County Sheriff's Office amounting to \$166,776.00 from TT of Columbia, Inc. dba Chrysler Dodge Jeep RAM Fiat of Columbia from the State Contract SWC-209 is hereby approved, being the best and most economical source, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date

Chrysler Dodge Jeep RAM Fiat of Columbia  
106 S. James Campbell Boulevard  
Columbia, TN 38401



# QUOTE

**RAMQ5329**  
**Mar 18, 2024**

Tennessee State Wide Contract # 209

## Quoted To:

Matthew Purvis  
Hamilton County Government  
6233 Dayton Blvd.  
Chattanooga, TN 37402

## Prepared By:

Russell Alan Moles  
Regional Fleet Sales Manager

**Phone:** (423)509-3576  
**Fax:**

**Phone:** 865-719-0014  
**Email:** rmoles@cdjrcolumbia.com

**PO Number:**

**Valid Through:** Apr 17, 2024

**Payment Terms:** NET 15

## V6 - WDEE75-DURANGO PURSUIT VEHICLE AWD \$40,814.00

2BZ-BASE VEHICLE & STANDARD EQUIPMENT	\$40,814.00	1	\$40,814.00
---------------------------------------	-------------	---	-------------

PACKAGE CONTENTS:  
3.6L V6 24V VVT ENGINE UPG I W/ESS  
8-SPD AUTO 850RE TRANS (MAKE)

CLOTH BUCKET SEATS W/ SHIFT INSERT/BLACK

## FACTORY INSTALLED OPTIONS & CHARGES \$880.00

CLOTH BUCKET SEATS W/REAR VINYL/BLACK (REPLACES STANDARD SEATS)	\$150.00	1	\$150.00
---	----------	---	----------

DEACTIVATE REAR DOORS/WINDOWS	\$90.00	1	\$90.00
-------------------------------	---------	---	---------

PITCH BLACK EXTERIOR	\$0.00	1	\$0.00
----------------------	--------	---	--------

BLACK LEFT LED SPOT LAMP	\$640.00	1	\$640.00
--------------------------	----------	---	----------

## DEALER INSTALLED OPTIONS & CHARGES \$0.00

DRIVER DELIVERY TO CUSTOMER	\$0.00	1	\$0.00
-----------------------------	--------	---	--------

PACK - FIXED COST & OVERHEAD	\$0.00	1	\$0.00
------------------------------	--------	---	--------

	Unit Price	Qty	Ext. Price
<b>Totals</b>			
	<b>Subtotal</b>		\$41,694.00
	<b>Tax</b>		\$0.00
	<b>Shipping</b>		\$0.00
	<b>Grand Total</b>		<b>\$41,694.00</b>

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale  
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary  
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)  
Production Lead Times Vary by Model & Options are controlled by FCA Group  
Standard Color is White Unless Noted Otherwise



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-21

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$338,600.00 TO PROVIDE TUBERCULOSIS CONTROL SERVICES IN HAMILTON COUNTY FOR A TIME PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025.

**WHEREAS,** Tuberculosis disease continues to be a public health threat in Hamilton County; and,

**WHEREAS,** appropriate and timely diagnosis, treatment and contact identification and preventive treatment has been proven to be an effective means of controlling the disease; and,

**WHEREAS,** the 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.

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

That the County Mayor be authorized to sign the attached contract in the amount of \$338,600.00 for the provision of Tuberculosis prevention and control services for the residents of 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


April 17, 2024

\_\_\_\_\_  
Date



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2024	<b>End Date</b> June 30, 2025	<b>Agency Tracking #</b> 34349-54925	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b> Hamilton County Health Department			<b>Edison Vendor ID</b> 4208
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number: 93.116</b>  <b>Grantee's fiscal year end: June 30, 2024</b>	
<b>Service Caption</b> (one line only) CHR FY 2025 Metro TB Control and Prevention			
<b>Funding —</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
<b>FY</b>			<b>Other</b>
2025	\$242,600.00	\$96,000.00	
<b>TOTAL:</b>	<b>\$242,600.00</b>	<b>\$96,000.00</b>	<b>\$338,600.00</b>
<b>Grantee Selection Process Summary</b>			
<input type="checkbox"/> Competitive Selection  <input checked="" type="checkbox"/> Non-competitive Selection		The grantee is a government entity that has been determined to have the necessary organization, experience, and technical resources and expertise to perform the scope of services outlined in the contract.	
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  		<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional) HL00007847 HL00006848		<b>Account Code</b> (optional) 71301000	



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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Tuberculosis Control and Prevention, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "TB" means tuberculosis.
  - b. "TTBEP" means the Tennessee Tuberculosis Elimination Program.
  - c. "CDC" means the Centers for Disease Control & Prevention of the U. S. Department of Health and Human Services.
  - d. "TBI" means tuberculosis infection.
  - e. "TDH" means Tennessee Department of Health.
- A.3. Service Goals. The service goal is to achieve sustained TB control and enhanced TB prevention in each Grantee area, aiming to eventually eliminate TB as a public health threat in Tennessee.
- A.4. Service Recipients. Service recipients are all persons in Tennessee at high risk for TBI or active TB disease.
- A.5. Service Description.

The Grantee shall use the grant funds for the TTBEP service goal as follows:

- a. General:
- (1) Conduct the regional TB program as a functional part of the statewide Tennessee Tuberculosis Elimination Program (TTBEP) of the Grantor State Agency for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual, a copy of which has been provided to the Grantee, is maintained on file with TDH, and will be posted on the TTBEP SharePoint website; and subsequent revisions which will be communicated via e-mail to the Grantee.
  - (2) Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.
  - (3) Effectively operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services in accordance with the current

TTBEP TB Manual. A copy of such agreement will be made available to the TTBEP Central Office upon request.

b. Specific:

- (1) Identify a Health Officer who will function as the local TB Control Officer with primary responsibility for establishing and maintaining local TB outreach/control services.
- (2) Identify a physician(s) licensed in the State of Tennessee with qualifications acceptable to the TTBEP Medical Director, through employment or contract arrangement, to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office with a copy of the arrangement. New physician(s) employed or engaged by sub-contract arrangement after July 1, 2022, who provide services to TB patients, will be credentialed through an appropriate method to verify licensure, board certification(s), work history, and incident(s) of medical malpractice or other legal actions involving patient care. Documentation of credentialing efforts by the Grantee shall be available to TTBEP Medical Director upon request.
- (3) Identify a TB program manager or supervisor to oversee the TB program. If this supervisor has both administrative and clinical duties, he/she must be allowed adequate time to perform administrative duties to satisfactorily fulfill the requirements of this Grant Contract.
- (4) Maintain a staffing level to adequately carry out TB program activities. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan that documents plans and efforts to remediate the staffing deficiency. Grantee will promptly notify the TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks, with an explanation of how physician coverage will be maintained during the absence of the TB physician.
- (5) Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.
- (6) Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis.
- (7) If services and treatment for individual patients are not provided according to the current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.
- (8) Grantee shall evaluate local TB program performance in accordance with CDC national objectives and the Standards of Public Health Practice listed in the current TTBEP TB Manual, and in a timely manner establish and implement a plan to improve program performance as indicated. A copy of such plan will be made available to the TTBEP Central Office upon request.
- (9) Grantee shall ensure that education and training are provided to TB program staff and the TB clinician(s) including opportunities to attend national TB meetings, when appropriate, so that staff have adequate knowledge to carry out responsibilities and duties set forth in the TTBEP TB Manual. Documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.

- (10) Grantee shall ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all educational activities sponsored by TTBE Central Office. These activities include but are not limited to monthly or bi-monthly statewide conference calls, annual statewide meeting, video conferences, and on-site training sessions, if applicable.
- (11) Grantee shall maintain a roster of all staff performing TB services with employee name, position title, salary, and percent of time performing TB services. If services are provided through a contract arrangement, the roster should include the name of the contractor(s) and business entity, the type of service provided, and the volume of services provided to TB patients. The roster should be updated as changes occur and not less than quarterly, and a copy should be submitted to TTBE Central Office.

A.6. 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 subsections b. and c., below);
- b. The TTBE TB Manual;
- c. The Rules of Tennessee Department of Health, Health Services Administration, Communicable and Environmental Disease Services, Chapter 1200-14-1.
- d. Current Lists of Reportable Diseases in Tennessee for Healthcare Providers and for Healthcare Laboratories.

A.7. Service Reporting.

Grantee shall conduct ongoing and systematic data collection, and analysis and submit reports as follows:

- a. Report all suspected and confirmed cases of TB and cases of TBI in accordance with established reporting requirements and guidelines in the TTBE TB Manual.
- b. Report individuals with newly suspected or confirmed TB disease to the Central Office within two (2) business days of the initial report to the health department.
- c. Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state's surveillance system.
- d. Facilitate TB case and suspect reporting from various community sources (e.g., physicians, laboratories, hospitals, and pharmacies) and routinely monitor the completeness of reporting and the duration of time between diagnosis and reporting.
- e. Pursuant to section 212(a)(1) of the Immigration and Nationality Act and the Public Health Service Act (42 U.S.C. 246(b)), locate, evaluate, and treat all immigrants classified as A, B1 or B2 by the CDC.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date(s)	Due to Whom	Requested Format
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Conduct the TB Program as a functional part of the Tennessee Tuberculosis Elimination Program of the Tennessee Department of Health for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEPTB Manual.	A.5.a.(1)	Ongoing	TTBEP Central Office	As specified in the TTBEPTB Manual
Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.	A.5.a.(2)	Ongoing	TTBEP Central Office	Written communication
Operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services.	A.5.a.(3)	Ongoing	TTBEP Central Office	A document signed by Grantee Official
Identify a Health Officer who will function as the local TB Control Officer.	A.5.b.(1)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a physician(s) to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If a physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement.	A.5.b.(2)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a TB program manager or supervisor to oversee the TB program.	A.5.b.(3)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Maintain a staffing level of seventy-five percent (75%) or more at all times. If at any time fewer than seventy-five percent	A.5.b.(4)	Within five (5) business days of	TTBEP Central Office	Written notification

(75%) of the positions funded through this contract arrangement are filled, the Grantee will promptly notify the TTBEF Central Office and submit a corrective action plan. Grantee will promptly notify TTBEF Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks.		such occurrence		
Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEF TB Manual.	A.5.b.(5)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis as well as appropriate training provided by the Central Office staff.	A.5.b.(6)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
If services and treatment for individual patients are not provided according to the current TTBEF TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.	A.5.b.(7)	Ongoing	TTBEF Central Office	Documentation in health records
Evaluate local TB program performance, establish and implement a plan to improve program performance as indicated.	A.5.b.(8)	Ongoing	TTBEF Central Office	Written plan maintained in Grantee file
Ensure that education and training are provided to TB program staff and the TB clinician(s) including opportunities to attend national TB meetings, documentation of TB-related Continuing Medical Education credits, and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.	A.5.b.(9)	Ongoing	N/A	Written plan of activities maintained in Grantee file.

Ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all TTBEF statewide monthly conference calls, and in education and training programs conducted by the TTBEF Central Office, including statewide meetings, video conferences and on-site training sessions, if applicable. If it is not possible for a representative from a local/regional TB program to participate, the TB Program Manager will notify the Central Office at least twenty-four (24) hours beforehand.	A.5.b.(10)	Within 5 business days of the event	N/A	Record of participation
Maintain a current roster of all staff performing TB services.	A.5.b.(11)	Ongoing	N/A	Grantee files
Report individuals with newly suspected or confirmed TB disease to the Central Office within two (2) business days of the initial report to the health department.	A.7.b.	Ongoing	TTBEF Central Office	Written notification
Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state's surveillance system.	A.7.c.	Ongoing	State Surveillance System	System Data Entry

- A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.
- A.10. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
Donita Hammond-Grant, Grants Management Specialist Centers for Disease Control and Prevention  
Infectious Disease Services Branch  
District Chamblee, Bldg. 2900 TCU-3  
Atlanta, GA 30341

Email: [ukb1@cdc.gov](mailto:ukb1@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:  
[MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (formerly FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

- A.11. The Contractor shall limit resources to US-based (onshore) resources only (including personnel).

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:** personnel).

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three hundred and Thirty-eight thousand, Six Hundred dollars (\$338,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly using Attachment 3, with all necessary supporting documentation, and present such to:

Yigzaw Belay  
Tennessee Department of Health  
TB Elimination Program  
710 James Robertson Parkway  
Nashville, TN 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, CEDEP Division, Tuberculosis Elimination Program.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, 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 any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State. Attachment 4
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Tennessee Department of Health  
 TB Elimination Program  
 Andrew Johnson Tower  
 710 James Robertson Parkway  
 Email Address: yigzaw.belay@tn.gov  
 Telephone: (615) 253-2308  
 Fax: (615) 253-1370

The Grantee:

Sabrina F. Novak, Administrator  
 Hamilton County Health Department  
 921 E. 3rd St.  
 Chattanooga, TN 37403  
 sabrinan@hamiltontn.gov  
 Telephone # 423-209-8000  
 FAX # 423-209-8001

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or Attachment 5 to this Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. 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, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.



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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E.5. Federal Funding Accountability and Transparency Act (FFATA).**

This Grant Contract requires the Grantee to provide supplies 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 FFATA requirements, including but not limited to those below, 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 § 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>).

As defined in 2 C.F.R. § 170.315, "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 Contract is established.
  - c. If this Grant Contract 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 Contract becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract 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.6. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers:  
93.116 Project Grants and Cooperative Agreements for Tuberculosis Control Programs.
- E.7. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

- E.8. Grantee Hosted Services Confidential Data, Audit, and Other Requirements:
  - a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
    - (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
    - (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The

State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.

- (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee's and subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise

Information Security Policies document is found at the following URL:  
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. **Comptroller Audit Requirements**

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. **Business Continuity Requirements.** The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 (twenty-four) hours.
  - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 (forty-eight) hours.
- (2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

IN WITNESS WHEREOF,

HAMILTON COUNTY HEALTH DEPARTMENT:

  
 SABRINA F. NOVAK, ADMINISTRATOR

3/26/2024  
 DATE

HAMILTON COUNTY GOVERNMENT:

\_\_\_\_\_  
 WESTON WAMP, COUNTY MAYOR

\_\_\_\_\_  
 DATE

TENNESSEE DEPARTMENT OF HEALTH:

\_\_\_\_\_  
 RALPH ALVARADO, MD, FACP, COMMISSIONER

\_\_\_\_\_  
 DATE

**ATTACHMENT 1****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Hamilton County Health Department
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	NU52PS910187
Federal award date	12/16/2023
Subaward Period of Performance Start and End Date	7/1/2024 – 6/30/2025
Subaward Budget Period Start and End Date	1/01/2024 - 12/31/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.116, Project Grants and Cooperative Agreements for Tuberculosis Control Programs.
Grant contract's begin date	7/01/2024
Grant contract's end date	6/30/2025
Amount of federal funds obligated by this grant contract	\$96,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$372,288.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Tuberculosis Elimination in Tennessee
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Mrs. Donita Hammond Grants Management Specialist Centers for Disease Control & Prevention Infectious Disease Services Branch District Chamblee, Bldg. 2900 TCU-3 Atlanta, GA 30341 404-498-2812 ukb1@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Chuck Owen Tennessee Department of Health TB Elimination 710 James Robertson Parkway Nashville, TN 37243 615-253-1367 chuck.owen@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	14%

**ATTACHMENT 2**

(BUDGET PAGE 1)

<b>GRANT BUDGET</b>				
<b>Hamilton County Health Department - TB Control &amp; Prevention</b>				
<b>APPLICABLE PERIOD:</b> The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:				
<b>BEGIN: 7/1/2024</b>		<b>END: 6/30/2025</b>		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY 1</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries <sup>2</sup>	\$223,900.00	\$0.00	\$223,900.00
	Benefits & Taxes	\$71,600.00	\$0.00	\$71,600.00
	Professional Fee, Grant & Award <sup>2</sup>	\$25,000.00	\$0.00	\$25,000.00
	Supplies	\$1,900.00	\$0.00	\$1,900.00
	Telephone	\$500.00	\$0.00	\$500.00
	Postage & Shipping	\$100.00	\$0.00	\$100.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$1,400.00	\$0.00	\$1,400.00
	Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel, Conferences & Meetings <sup>2</sup>	\$2,000.00	\$0.00	\$2,000.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals <sup>2</sup>	\$2,300.00	\$0.00	\$2,300.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Indirect Cost (3.35% of salaries and benefits)	\$9,900.00	\$0.00	\$9,900.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$338,600.00</b>	<b>\$0.00</b>	<b>\$338,600.00</b>
<p>1 Each expense object line-item shall be defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: <a href="https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E">https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E</a>) and CPO Policy 2013-007 (posted online at <a href="https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html">https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html</a>).</p> <p>2 Applicable detail follows this page if line-item is funded.</p> <p>3 A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.</p>				



SALARIES							AMOUNT
Name, Title	Monthly Salary	x	# of Months	x	% of time	+	Longevity
ALVAREZ, ISHMAEL, Patient Service Representative	\$3,432.69	x	12	x	100%	+	\$900.00
QUEZADA, FELIPE, Public Health Representative	\$4,668.99	x	12	x	100%	+	\$1,350.00
RIVERS, SHEILAH, Public Health Nurse Manager	\$6,073.18	x	12	x	100%	+	\$2,175.00
WILSON, VALERIE, Licensed Nurse	\$3,965.00	x	12	x	100%	+	\$1,800.00
ROUNDED TOTAL							\$223,900.00

PROFESSIONAL FEE, GRANT & AWARD							AMOUNT
Physician Services + Transcription Services + X-Ray Over-Reads							\$25,000.00
TOTAL							\$25,000.00

<b>TRAVEL/CONFERENCES &amp; MEETINGS</b>							<b>AMOUNT</b>
Routine Local Travel & Annual State Meeting							\$2,000.00
<b>TOTAL</b>							<b>\$2,000.00</b>

SPECIFIC ASSISTANCE TO INDIVIDUALS							AMOUNT
Special Assistance to pay for rent, utilities, and food as needed, for clients who are not allowed to work and must stay home.							\$2,300.00
TOTAL							\$2,300.00



Department of  
**Health**

## Invoice Reimbursement Form

Contract #   
 Supplier Name   
 Program Name

### Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.)  PO Line # (Req.)  Receipt # (Req.)  Agency Invoice #   
 Edison Contract #  Edison Vendor #  Edison Address Line #  AP Attachment (check if yes) ☐

### Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #  Invoice Date  Service Start Date  Service End Date   
 Contract Start Date  Contract End Date   
 Contact Person Name  Phone #

#### Remit Payment to:

Business Name

Street Address  City  State  ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00

## ATTACHMENT 3

---

[illegible]

\_\_\_\_\_  
 Program Signature 1                      Program Signature 2                      Program Signature 3

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

--

ATTACHMENT 3

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries	\$ 0.00													\$ 0.00	\$ 0.00
Benefits	\$ 0.00													\$ 0.00	\$ 0.00
Fee/Grant/Award	\$ 0.00													\$ 0.00	\$ 0.00
Supplies	\$ 0.00													\$ 0.00	\$ 0.00
Telephone	\$ 0.00													\$ 0.00	\$ 0.00
Postage and Shipping	\$ 0.00													\$ 0.00	\$ 0.00
Occupancy	\$ 0.00													\$ 0.00	\$ 0.00
Equipment Rental and Maintenance	\$ 0.00													\$ 0.00	\$ 0.00
Printing and Publications	\$ 0.00													\$ 0.00	\$ 0.00
Travel/Conferences and Meetings	\$ 0.00													\$ 0.00	\$ 0.00
Interest	\$ 0.00													\$ 0.00	\$ 0.00
Insurance	\$ 0.00													\$ 0.00	\$ 0.00
Specific Assistance to Individuals	\$ 0.00													\$ 0.00	\$ 0.00
Depreciation	\$ 0.00													\$ 0.00	\$ 0.00
Other Non-Personnel	\$ 0.00													\$ 0.00	\$ 0.00
Capital Purchase	\$ 0.00													\$ 0.00	\$ 0.00
Indirect Costs	\$ 0.00													\$ 0.00	\$ 0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A

Page # of # pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Assistance Listing Number/Program Number: \_\_\_\_\_

Edison Contract Number: \_\_\_\_\_

Grant/Contract Term: \_\_\_\_\_

Line					
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	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telecommunication				
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: (list details in a-d)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses				
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	Total Program Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

STATE OF TENNESSEE  
PROGRAM REVENUE REPORT  
AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Assistance Listing Number/Program Number: \_\_\_\_\_

Edison Contract Number: \_\_\_\_\_

Grant/Contract Term: \_\_\_\_\_

Line Item #		Quarter To Date	Year To Date	Quarter To Date	Year To Date
<b>Sources Of Revenue</b>					
Reimbursable Program Funds:					
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	<b>Total Reimbursable Program Funds</b>	0.00	0.00	0.00	0.00
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	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
51	Total Program Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Revised 01/31/2024

**STATE OF TENNESSEE**  
**NONGRANT/UNALLOWABLE EXPENSE REPORT**

Schedule A-1

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Assistance Listing Number/Program Number: \_\_\_\_\_

Edison Contract Number: \_\_\_\_\_

Grant/Contract Term: \_\_\_\_\_

Line

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

4 Professional Fees

5 Supplies

6 Telecommunication

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: (list details in a-d)

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 Nongrant Program Expenses

Revised 01/31/2024

**STATE OF TENNESSEE  
NONGRANT/UNALLOWABLE REVENUE REPORT  
AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES**

Schedule B-1

Page # of Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Assistance Listing Number/Program Number: \_\_\_\_\_

Edison Contract Number: \_\_\_\_\_

Grant/Contract Term: \_\_\_\_\_

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	<b>Total Reimbursable Nongrant Funds</b>	0.00	0.00	0.00	0.00
	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	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
	<b>Reconciliation Between Total and Reimbursable Expenses</b>				
51	Total Nongrant Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Revised 01/31/2024



**STATE OF TENNESSEE  
TOTAL EXPENSE SUMMARY REPORT**

Schedule C

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages				\$ 0.00
2	Employee Benefits & Payroll Taxes				0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telecommunication				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses: (list details in a-d)				0.00
a					0.00
b					0.00
c					0.00
d					0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	<b>Total Expenses</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**Annual (Final) Report\***

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).*

**Submit one copy each to:**

- [yigzaw.belay@tn.gov](mailto:yigzaw.belay@tn.gov)
- [fa.audit@tn.gov](mailto:fa.audit@tn.gov)



STATE OF TENNESSEE  
**DEPARTMENT OF HEALTH**  
ANDREW JOHNSON BUILDING, 5<sup>TH</sup> FLOOR  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243

## Title VI Compliance Questionnaire

Hamilton County Health Department

62-6000636

Contractor/Grantee Name

Federal ID Number

921 East Third Street

(423)209-8010

Street Address

(Area code) Telephone Number

Hamilton County, Chattanooga, TN 37403

FAX (423) 209 -8001

County, City, State, Zip

Executive Director: Sabrina Novak, Administrator

SabrinaN@HamiltonTN.gov

E-Mail Address

Fiscal Director/Accountant: Brice Sharp - Accounting Manager

List sources of federal and state funds your agency received through contracts/grants for the current fiscal year.

State Agency	Program	Grant Amount
See Attached		

How long has agency been contracting with the State?

☐ Less than 2 ☒ Over 2

How many programs are operated by the agency?

☐ 1-2 ☐ 3-5 ☒ Over 5

Are you a For Profit Agency?

☐ Yes ☒ No

Date of last independent audit: January 24, 2023 Who conducted the audit? Mauldin & Jenkins CPAs and Advisors  
(\*Do not send Audit Report)

I hereby certify that the information reported is true and correct to the best of my knowledge and belief.

Sabrina F. Novak  
Signature of Executive Director

8/29/23  
Date Signed

## TITLE VI COMPLIANCE QUESTIONNAIRE

Kenneth Jordan II, EEO Officer, (423)209-6146

1. Name, title and phone number of TITLE VI Coordinator: \_\_\_\_\_
2. Attach a separate sheet detailing agency's TITLE VI implementation and compliance procedures and plan.
3. Board of Directors or Advisory Board: See Attached Report
  - A. Total number of members: \_\_\_\_\_ # White \_\_\_\_\_ # Minority \_\_\_\_\_

# Asian (\_\_\_\_)  
# Afro-Amer (\_\_\_\_)  
# NA (\_\_\_\_)  
# Hispanic (\_\_\_\_)
  - B. What is the term length for Board membership? \_\_\_\_\_
  - C. How are members of the Board selected? \_\_\_\_\_
  - D. If no Board members are minorities and minorities represent a minimum of 5% of the geographic service area population, what steps will be taken to obtain minority representation on the Board? \_\_\_\_\_

4. Does agency have existing written policies regarding the acceptance of all persons seeking services and the provision of services to such persons without regard to race, national origin, age, sex, religion, or disability? \_\_\_\_\_  
☒ Yes \_\_\_\_\_ No

\*\*\*\*\*ATTACH COPY OF WRITTEN POLICY\*\*\*\*\*

5. Are posters prominently displayed within the facility concerning TITLE VI information?  
☒ Yes \_\_\_\_\_ No

If yes, where are posters displayed? In lobby/waiting areas of service programs throughout the Health Department

If no, please explain: N/A

6. Outline the agency's TITLE VI complaint procedure: Copy of procedures attached

\*\*\*\*\*OR ATTACH COPY OF PROCEDURES\*\*\*\*\*

## TITLE VI COMPLIANCE QUESTIONNAIRE

- A. Are records kept of TITLE VI complaints? ☒ Yes ☐ No  
Where are the Records kept? EEO Office
- B. Number of complaints received during the last fiscal year: 1
- C. State name(s) and title(s) of person(s) who reviews/receives and make reports of all complaints:  
Kenneth Jordan, EEO Officer
- D. Has your agency developed and implemented policies and procedures for monitoring and enforcement of TITLE VI compliance?  
☒ Yes ☐ No
7. Is information on TITLE VI and laws requiring equal services to all on the basis of non-discrimination disseminated to the general public, including minority groups? ☒ Yes ☐ No ☐ N/A  
If yes, state by whom and method used: Kenneth Jordan, EEO Officer; County website
8. Are applicants for services and clients informed of their rights under TITLE VI and under laws regarding non-discrimination, including the right to file a complaint? ☒ Yes ☐ No ☐ N/A  
If yes, state by whom and method used: Patient Service Reps, Program Managers and other  
frontline staff; methods uses are applications, registration, websites and/or posters in lobby  
areas
9. Do new employees and volunteers receive training regarding their responsibilities under TITLE VI regarding non-discrimination laws; and is such information periodically re-emphasized?  
☒ Yes ☐ No  
If yes, please check method used? ☐ Classroom ☐ Web Base  
☐ Video Tape ☐ Handout  
☒ Other: New Employee Training (NET)
- If no, please explain: N/A

## TITLE VI COMPLIANCE QUESTIONNAIRE

10. List all agency sub-contracts with complete address and minority status (attached additional sheet if necessary): See attached

11. Do all direct service contracts for client services contain a TITLE VI clause? ☒ Yes \_\_\_ No \_\_\_ N/A

\*\*\*\*\*ATTACH COPY OF TITLE VI CONTRACT STATEMENT\*\*\*\*\*

12. Are there additional efforts to disseminate TITLE VI information to vendors? ☒ Yes \_\_\_ No

If yes, state by whom and method used: Purchasing Department, New vendor registration

13. Has your agency conducted training (or if no training conducted, do you need support to conduct training) for Title VI/Limited English Proficiency (LEP) compliance?

☒ Yes \_\_\_ No\*

14. The U.S. Office of Civil Rights suggests that all recipients and sub-recipients receiving Federal funds/financial assistance should develop policies and procedures for addressing language assistance needs of persons with Limited English Proficiency (LEP).

- A. Have you developed policies and procedures for identifying and assessing language needs of LEP applicants/clients? ☒ Yes \_\_\_ No

If no, please explain: \_\_\_\_\_

- B. Have you provided for a range of oral language assistance options; written material in certain circumstances? ☒ Yes \_\_\_ No

If no, please explain: \_\_\_\_\_

- C. Have you provided notice to LEP persons in a language they can understand about the right to free language assistance? ☒ Yes \_\_\_ No

If no, please explain: \_\_\_\_\_

\*\*\*\*\*ATTACH COPY OF LIMITED ENGLISH PROFICIENCY (LEP) POLICY\*\*\*\*\*

15. \*Sub-Recipient Training is mandatory; to comply, you may either go to the Tennessee Department of Health website-scroll down left side-click on Title VI Forms/Training (or use- <https://tnphtc.org/>). View slides, take test, print *Certificate of Completion* and submit with this Questionnaire to be compliant (Just one person per agency/company is necessary).

PH 3436 (Rev. 10/19)

RDA 470

\*\*\*NOTE: Not all protected classes apply to all Tennessee Department of Health programs per U.S. Food and Nutrition Services 339.



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-22

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTINUATION AMENDMENT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF TENNCARE PRESUMPTIVE ELIGIBILITY USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$369,000.00 FOR THE PERIOD BEGINNING JULY 1, 2024, ENDING JUNE 30, 2027.

- WHEREAS, Early prenatal care is paramount in having good birth outcomes for mother and baby; and
- WHEREAS, Income eligible pregnant women can begin receiving covered services on the day that presumptive eligibility (PE) is approved; and
- WHEREAS, Among U.S. women, breast cancer is the most commonly diagnosed cancer and remains second only to lung cancer as a cause of cancer-related mortality; and
- WHEREAS, The potential for reducing death rates from breast and cervical cancer is contingent on increasing screening rates and subsequently detecting the diseases at an early state—when more treatment options are available and survival rates are higher; and
- WHEREAS, The State of Tennessee has identified funds to provide assistance with presumptive eligibility enrollment into the TennCare/Medicaid program through the Hamilton County Health Department clinics.

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

That the County Mayor be authorized to execute a continuation contract between the State of Tennessee, Department of Health and the Health Services Division Hamilton County, Tennessee, doing business as the Hamilton County Health Department for the provision of TennCare Presumptive Eligibility for an amount not to exceed \$369,000.00, which is included in the revenue and expense budget for the Hamilton County Health Department, for the period beginning July 1, 2024, ending June 30, 2027.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2024	<b>End Date</b> June 30, 2027	<b>Agency Tracking #</b> 34360-63625	<b>Edison ID</b>			
<b>Grantee Legal Entity Name</b> Hamilton County Health Department			<b>Edison Vendor ID</b> 4208			
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b> 93.778  <b>Grantee's fiscal year end</b> June 30				
<b>Service Caption</b> (one line only) Presumptive Eligibility Services						
<b>Funding —</b>	<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
	2025			\$123,000.00		\$123,000.00
	2026			\$123,000.00		\$123,000.00
	2027			\$123,000.00		\$123,000.00
<b>TOTAL:</b>				<b>\$369,000.00</b>		<b>\$369,000.00</b>
<b>Grantee Selection Process Summary</b>						
<input type="checkbox"/> Competitive Selection						
<input checked="" type="checkbox"/> Non-competitive Selection						
The Presumptive Eligibility (PE) Program provides assistance to pregnant women with the completion of Prenatal PE enrollment and enrollment assistance for TennCare/Medicaid and CoverKids application as outlined in the contract with Edison ID 69932 with the Bureau of TennCare. Also provides assistance to individuals diagnosed with breast and cervical cancer or precancerous conditions for these diseases with the completion of PE enrollment and enrollment assistance for TennCare Medicaid.						
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG		
<i>Eric Buchholz</i>						
<b>Speed Chart</b> (optional) HL00017333		<b>Account Code</b> (optional) 71301000				



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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Presumptive Eligibility Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definition.
- a. Accrual means charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
  - b. Presumptive Eligibility (PE) Expansion
    - 1. TennCare/ Medicaid Enrollment is for presumptive eligibility clients desiring assistance with the completion of any or all components of the TennCare application through TennCare Connect, TennCare Access or the federally facilitated marketplace for ongoing TennCare coverage.
    - 2. CoverKids Enrollment assists and processes pregnant women ineligible for TennCare
  - c. TennCare Breast and Cervical Cancer (BCS) Presumptive Eligibility means a program that assesses and processes TennCare presumptive eligibility determinations for individuals who have been diagnosed with breast or cervical cancer or precancerous conditions for these diseases.
  - d. Presumptive Eligibility Desk Guide (PE Desk Guide) is a guide created by Tennessee Department of Health Central Office staff that provides the guidelines, eligibility criteria, definitions, and resources used in screening and applying for Presumptive Eligibility. This will be given to Grantee by the State.
  - e. Tennessee Eligibility Determination System (TEDS) is the name of the web portal used by TennCare to enroll applicants for TennCare or CoverKids, including Presumptive Eligibility. It can be accessed here: <https://mylogin.tennCare.gov/>
  - f. TennCare Prenatal Presumptive Eligibility (PE) means a program that accepts and processes prenatal PE applications for TennCare.
- A.3. Service Goals. The Prenatal Presumptive Eligibility Program provides assistance to pregnant women with the completion of Prenatal PE enrollment and enrollment assistance for TennCare/ Medicaid and CoverKids application as outlined in the contract with Edison ID 69932 with the Bureau of TennCare. The Breast and Cervical Screening Program provides

assistance to individuals diagnosed with breast and/or cervical cancer or precancerous conditions for these diseases with the completion of PE enrollment and enrollment assistance for TennCare Medicaid.

- A.4. Service Recipients. Pregnant women desiring health care coverage via TennCare presumptive eligibility (PE), for prenatal PE, TennCare/Medicaid, or CoverKids and individuals diagnosed with breast and cervical cancer or precancerous conditions of these diseases.

- A.5. Service Description.

The Grantee shall:

- a. Accept and process TennCare presumptive eligibility applications or CoverKids Pregnant Woman applications for pregnant women and individuals diagnosed with breast and/or cervical cancer or precancerous conditions of these diseases in accordance with the current version of the Presumptive Eligibility Guide and the Tennessee Breast and Cervical Screening Program Manual. The application process shall be completed and transmitted to the State of Tennessee, Department of Finance & Administration, Division of Health Care Finance and Administration (HCFA) within two (2) business days via the appropriate method and shall include:
  1. Assisting applicants in the completion of temporary TennCare presumptive eligibility applications;
  2. Making a determination on applicants' presumptive eligibility applications;
  3. Submitting application determination results to HCFA; and
  4. For those applicants desiring assistance, assisting pregnant women and individuals diagnosed with breast and cervical cancer with the completion of any or all components of the TennCare application through TennCare Connect or TennCare Access, Tennessee Eligibility Determination System (TEDS) for ongoing TennCare coverage.
- b. Notify enrollees, in writing, of the presumptive eligibility determination and, for those approved, of the need to complete the full application process within the required time frame in order to maintain ongoing TennCare coverage.
- c. Explain to applicants in simple terms the TennCare/Medicaid program and its benefits.
- d. Assist individuals who are ineligible for TennCare to apply for CoverKids in accordance with the current version of the Presumptive Eligibility Desk Guide (PE Desk Guide).
- e. Ensure that appropriate accommodations are offered to individuals with disabilities and limited English proficiency and comply with the HCFA policies and procedures related to accommodations.
- f. Provide eligibility services in at least one (1) health department site(s) of the county in which at least two (2) staff members are trained, and otherwise able to provide the assistance requirements. Grantee shall report changes in the number of health department sites conducting Prenatal Presumptive Eligibility (Prenatal PE), Breast and Cervical Cancer Presumptive Eligibility (BCS PE) and CoverKids Pregnant Woman applications within ten (10) days of such changes.
- g. Maintain records necessary for the proper and efficient administration of Presumptive Eligibility Program in accordance with the current version of the PE Desk Guide. The

records shall include, but not be limited to, eligibility records, documentation of quality control and records needed to meet all State and Federal requirements.

- h. Report Prenatal PE, BCS PE, and CoverKids Pregnant Woman encounters in accordance with the current version of the PE Desk Guide and TBCSP Manual. Record the Patient Tracking and Billing Management System (PTBMIS) Codes for the appropriate application that was completed.
- i. Provide monitoring of performance of Prenatal PE, BCS PE and CoverKids Pregnant Woman applications to ensure that targeted populations are reached.
- j. Provide training and technical assistance to all staff, including any training required by TennCare and/or Tennessee Department of Health.
- k. Provide format and guidelines for conducting and reporting all Prenatal PE, BCS PE and CoverKids Pregnant Woman applications.

A.6. Service Reporting. The Grantee shall report and maintain data for all activities according to reporting processes specified by the State as follows:

- a. Provide monitoring of performance of Prenatal PE, BCS PE and CoverKids Pregnant Woman applications to assure that targeted populations are reached.
- b. Provide training and technical assistance to all staff, including any training required by TennCare and/or Tennessee Department of Health.
- c. Provide format and guidelines for conducting and reporting all Prenatal PE, BCS PE and CoverKids Pregnant Woman applications.
- d. Submit a quarterly report of Prenatal PE, Breast and Cervical Cancer PE, and PE Expansion activities by the 15th of each month following the end of each calendar quarter (October 15th, January 15th, April 15th, and July 15th), using a format and instructions as supplied by the State.
- e. Submit invoices for Presumptive Eligibility services within 45 days of the end of each calendar quarter (November 14th, February 14th, May 15th, August 14th)
- f. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.

A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.10. HIPAA Compliance.

Grantees: The Grantee must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b)

the Grantee will provide services to the contracting State Agency that involve Grantee's access to protected health information ("PHI") as defined by the Privacy Rules.

Subcontractors: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.

- A.11. The Grantee shall limit resources to US-based (onshore) resources only.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Sixty-Nine Thousand Dollars (\$369,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs (**Attachment 3**).
- 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:

Kristyn Long, MPH  
 Maternal Health Innovation Program Director  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 Andrew Johnson Tower, 7th Floor  
 710 James Robertson Parkway, Nashville, TN 37243  
[Kristyn.Long@tn.gov](mailto:Kristyn.Long@tn.gov)  
 Telephone # 615-306-3587

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.

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

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4**).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kristyn Long, MPH  
 Maternal Health Innovation Program Director  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 Andrew Johnson Tower, 7th Floor  
 710 James Robertson Parkway, Nashville, TN 37243  
[Kristyn.Long@tn.gov](mailto:Kristyn.Long@tn.gov)  
 Telephone # 615-306-3587

The Grantee:

Hamilton County Health Department, Administrator  
 Sabrina Novak  
 921 E. Third Street  
 Chattanooga, TN 37403-2102  
[sabrinan@hamiltontn.gov](mailto:sabrinan@hamiltontn.gov)  
 Telephone # 423-209-8000  
 FAX # 423-209-8001

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



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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (**Attachment 5**).

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. 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, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

- E.3. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.4. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.5. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

- E.8. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies 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 FFATA requirements, including but not limited to those below, 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 § 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>).

As defined in 2 C.F.R. § 170.315, "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 Contract is established.
- c. If this Grant Contract 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 Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract 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.9. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.10. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Number: 93.778 Department of Health and Human Services, Title XIX.

E.11. Grantee Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
  - (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
  - (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee's and subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration

Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:  
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and

subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
  - (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 HOUR
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 HOURS

The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.


- E.12. **Personally Identifiable Information.** While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

#### HAMILTON COUNTY HEALTH DEPARTMENT

  
 Sabrina Novak  
 Administrator

3/26/2024  
 Date

#### HAMILTON COUNTY GOVERNMENT

\_\_\_\_\_  
 Weston Wamp  
 County Mayor

\_\_\_\_\_  
 Date

#### DEPARTMENT OF HEALTH

\_\_\_\_\_  
 Ralph Alvarado, MD, FACP  
 COMMISSIONER

\_\_\_\_\_  
 Date

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	HAMILTON COUNTY HEALTH DEPARTMENT
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2024
Grant contract's end date	June 30, 2027
Amount of federal funds obligated by this grant contract	\$276,750.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	8.5 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) <a href="mailto:joshua.portz@cms.hhs.gov">joshua.portz@cms.hhs.gov</a>
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 <a href="mailto:zane.seals@tn.gov">zane.seals@tn.gov</a>
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

## ATTACHMENT 2

(BUDGET PAGE 1 of 7)

GRANT BUDGET				
Hamilton County Health Department				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2024, and ending 06/30/2027. <i>Roll-Up</i>				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$369,000.00	\$0.00	\$369,000.00
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 <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$369,000.00	\$0.00	\$369,000.00

1 Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

<b>GRANT BUDGET</b>				
<b>Hamilton County Health Department</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2024, and ending 06/30/2025. Year 1</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$123,000.00	\$0.00	\$123,000.00
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 <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% of Method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$123,000.00</b>	<b>\$0.00</b>	<b>\$123,000.00</b>

1 Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo->

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

## GRANT BUDGET LINE-ITEM DETAIL:

Year 1	
PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Operational Site Locations \$8,00.00 per site x 4 sites	\$32,000.00
Assistance with TennCare/CoverKids Application \$100.00 per applicant assisted	\$91,000.00
TOTAL ROUNDED	\$123,000.00



**ATTACHMENT 2**

(BUDGET PAGE 4 of 7)

<b>GRANT BUDGET</b>				
<b>Hamilton County Health Department</b>				
<b>APPLICABLE PERIOD:</b> The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2025, and ending 06/30/2026. <b>Year 2</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$123,000.00	\$0.00	\$123,000.00
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 <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% of Method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$123,000.00	\$0.00	\$123,000.00

1 Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

## GRANT BUDGET LINE-ITEM DETAIL:

Year 2	
PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Operational Site Locations \$8,00.00 per site x 4 sites	\$32,000.00
Assistance with TennCare/CoverKids Application \$100.00 per applicant assisted	\$91,000.00
<b>TOTAL ROUNDED</b>	<b>\$123,000.00</b>

**ATTACHMENT 2**

(BUDGET PAGE 6 of 7)

<b>GRANT BUDGET</b>				
<b>Hamilton County Health Department</b>				
<b>APPLICABLE PERIOD:</b> The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2026, and ending 06/30/2027. <span style="float: right;"><b>Year 3</b></span>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$123,000.00	\$0.00	\$123,000.00
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 <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% of Method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$123,000.00	\$0.00	\$123,000.00

1 Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

## GRANT BUDGET LINE-ITEM DETAIL:

Year 3	
PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Operational Site Locations \$8,00.00 per site x 4 sites	\$32,000.00
Assistance with TennCare/CoverKids Application \$100.00 per applicant assisted	\$91,000.00
<b>TOTAL ROUNDED</b>	<b>\$123,000.00</b>



## Invoice Reimbursement Form

Contract #   
 Supplier Name   
 Program Name

### Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.)  PO Line # (Req.)  Receipt# (Req.)  Agency Invoice #   
 Edison Contract#  Edison Vendor #  Edison Address Line #  AP Attachment (check if yes) ☐

### Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #  Invoice Date  Service Start Date  Service End Date   
 Contract Start Date  Contract End Date   
 Contact Person Name  Phone #

#### Remit Payment to:

Business Name

Street Address  City  State  ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00



Attachment 3

**Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)**

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries	\$ 0.00													\$ 0.00	\$ 0.00
Benefits	\$ 0.00													\$ 0.00	\$ 0.00
Fee/Grant/Award	\$ 0.00													\$ 0.00	\$ 0.00
Supplies	\$ 0.00													\$ 0.00	\$ 0.00
Telephone	\$ 0.00													\$ 0.00	\$ 0.00
Postage and Shipping	\$ 0.00													\$ 0.00	\$ 0.00
Occupancy	\$ 0.00													\$ 0.00	\$ 0.00
Equipment Rental and Maintenance	\$ 0.00													\$ 0.00	\$ 0.00
Printing and Publications	\$ 0.00													\$ 0.00	\$ 0.00
Travel/Conferences and Meetings	\$ 0.00													\$ 0.00	\$ 0.00
Interest	\$ 0.00													\$ 0.00	\$ 0.00
Insurance	\$ 0.00													\$ 0.00	\$ 0.00
Specific Assistance to Individuals	\$ 0.00													\$ 0.00	\$ 0.00
Depreciation	\$ 0.00													\$ 0.00	\$ 0.00
Other Non-Personnel	\$ 0.00													\$ 0.00	\$ 0.00
Capital Purchase	\$ 0.00													\$ 0.00	\$ 0.00
Indirect Costs	\$ 0.00													\$ 0.00	\$ 0.00
<b>Totals</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

## 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 a refund is due, mail reports with check or send note with e-mail that check in the mail.**

e-mail completed files to: [policy2013\\_007.amo.health@tn.gov](mailto:policy2013_007.amo.health@tn.gov)

e-mail filing replaces mailing forms

or mailing Address:

Rushdi Eskarous

Telephone: 615-741-2974

Tennessee Department of Health

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 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 TRACEABLE 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 require an attached detail listing and reconciliation schedule.

#### **Line 37 Cash Contributions (Non-government)**

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

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

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state

funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

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

**Line 40 Other Matching Revenue**

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

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

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

**Line 43 Total Revenue**

Add lines 33, 41, and 42

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

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

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

**Line 52 OTHER UNALLOWABLE EXPENSES:**

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

**Line 53 EXCESS ADMINISTRATION:**

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

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

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources

of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

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

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

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

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

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

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

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

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

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

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

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

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

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

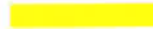
Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C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

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

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

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

**Tennessee Department of Health  
Funding Information Summary**



AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

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

If yes, Name of organization that approved the Plan: \_\_\_\_\_

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

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

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

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_

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

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_



Schedule A, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule A

Item # EXPENSE BY OBJECT:

	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1 Salaries and Wages				
2 Employee Benefits & Payroll Taxes				
3 Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
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)	0.00	0.00		0.00
20 Reimbursable Capital Purchases				
21 TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00		0.00
22 Administrative Expenses				
23 TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24 In-Kind Expenses				
25 TOTAL EXPENSES	0.00	0.00	0.00	0.00

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)	0.00	0.00	0.00	0.00
	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)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00	0.00	0.00
59	This reimbursement (line 57 less line 58)	0.00	0.00	0.00	0.00

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				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)				
a					0.00
b					0.00
c					0.00
d					0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

**Annual (Final) Report\***

- 1. Grantee Name:**
- 2. Grant Contract Edison Number:**
- 3. Grant Term:**
- 4. Grant Amount:**
- 5. Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

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**Submit one copy to:**

**Kristyn Long; [Kristyn.Long@tn.gov](mailto:Kristyn.Long@tn.gov); Program Director, TN Department of Health;**

**Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and**

**[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration**



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-23

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION OPERATING AS THE HAMILTON COUNTY HEALTH DEPARTMENT TO ACCEPT THE ANNUAL CONTRACT FUNDS FROM JULY 1, 2024 THROUGH JUNE 30, 2025, IN AN AMOUNT NOT TO EXCEED \$800,000.00 FOR FY 25. TO PROVIDE PARENTS AS TEACHERS (PAT) MODEL SERVICES IN ACCORDANCE WITH THE EVIDENCE BASED HOME VISITING PROGRAM WITH THE TENNESSEE DEPARTMENT OF HEALTH'S TEMPORARY ASSISTANCE FOR NEEDY FAMILIES.

WHEREAS, to carry out the Department of Health's responsibility in the implementation and program expansion of the State's Evidence Based Home Visiting Program; and

WHEREAS, authorized the signature of the annual grant contract in the amount not to exceed \$800,000.00 for the period July 1, 2024 through June 30, 2025; and

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

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

That the County Mayor be authorized to sign the attached contract for \$800,000.00 for the purpose of program expansion and to continue to provide existing PAT model services in accordance with Evidence Based Home Visiting Program for the period of July 1, 2024 through June 30, 2025.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2024	<b>End Date</b> June 30, 2025	<b>Agency Tracking #</b> 34347-93925	<b>Edison ID</b>			
<b>Grantee Legal Entity Name</b> Hamilton County Health Department			<b>Edison Vendor ID</b> 4208			
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end June 30</b>				
<b>Service Caption</b> (one line only) Evidence Based Home Visiting Services Program						
<b>Funding —</b>	<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
	2025			\$800,000.00		\$800,000.00
	<b>TOTAL:</b>			\$800,000.00		\$800,000.00
<b>Grantee Selection Process Summary</b> <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection						
				The DHS Expansion funding enables the opportunity for all eligible Tennessee vendors to provide MIECHV, TANF and 2G services, therefore eliminating competition among vendors and the need to conduct a competitive process.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Eric Bucholz</i>				<b>CPO USE - GG</b>		
<b>Speed Chart</b> (optional) HL00012154		<b>Account Code</b> (optional) 71301000				

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Evidence Based Home Visiting Services Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

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

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. Accrual: A charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
- b. Accredited/Certified/Network Partner: Having received current Accreditation/certification by Parents As Teachers (PAT).
- c. CQI: The Continuous Quality Improvement initiative consists of systematic and continuous actions that lead to measurable improvement in EBHV services and processes that maintain model fidelity. These efforts will be supported and monitored by state model consultants.
- d. Data Management/Case Management System: The data collection system provided by the state (Apricot 360 Contract Number: National Association of State Procurement Officers (NASPO) Cloud between SHI International Corporation and the State of Tennessee, AR2488 67960) where the grantee is responsible for entering data for Evidence-Based Home Visiting programs and any specific system required model's national office.
- e. Direct Service Home Visitor: Local Implementing Agency (LIA) home visiting staff responsible for maintaining regular contact and support with families through home visitation.
- f. Direct Service Staff: Local Implementing Agency (LIA) home visiting staff who work directly with the family, responsible for community outreach, initiating services with families, and completing the initial assessment to determine the family's strengths and areas to address throughout services.
- g. Evidence-Based Home Visiting Program/Services (EBHV): A voluntary program for at-risk pregnant women and parents with children up to kindergarten entry. Goals for every program are to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting, and promote child development and school readiness.
- h. FTE: is equivalent to a full-time worker.
- i. 2-Generation (2G): Two-Generation approach which requires intentional focus on the success of the children and adults in their lives simultaneously and places the family on a better path towards economic security when the needs of the family are addressed holistically.

- j. LIA: is Local Implementing Agency An agency who has entered into an agreement with the Tennessee Department of Health to provide Evidence Based Home Visiting services
- k. Low-Income Family: Families that are living at or below the Federal Poverty Level; are eligible for Medicaid; are recipient of or eligible for public benefits such as Families First or Supplemental Nutrition Assistance Program (SNAP); are part of a coordinated entry system through Social Services agencies and have met proof of income; are unemployed or zero income verification; live in Section 8 housing or low rent public housing; or are eligible for free or reduced lunch through the National School Lunch Program.
- i. PAT: The Parents As Teachers Evidence Based Home Visiting Model.
- j. TANF-Temporary Assistance for Needy Families, is a program that offers states flexibility in serving families of low-income. The purpose of TANF is to reduce intergenerational dependency on public benefits by increasing self-sufficiency, education, and economic mobility of families with children.
- k. Title V of the Social Security Act: The Maternal and Child Health Services Block Grant Program ([Social Security Act §511 \(ssa.gov\)](https://www.ssa.gov/legislation/ssa511.htm)).
- l. [www.kidcentraltn.com](http://www.kidcentraltn.com): An internet website that collects and organizes content from various Tennessee State Departments and other resources providing easily accessible information about health, education, child development and support for Tennessee families.

A.3. Service Goals.

The Grantee shall:

- a. Serve women, infants, and children as referenced in Title V of the Social Security Act;
- b. Improve coordination of services for at-risk communities;
- c. Identify and provide comprehensive services to improve outcomes for eligible families who are part of at-risk communities identified in Section A.4;
- d. Assure availability and improve the quality of EBHV services in the most at-risk counties in Tennessee; and
- e. Strengthen the capacity of Tennessee's home visiting workforce to better implement family-centered, resilience-informed care practices.

A.4. Service Recipients. Families/households enrolled in the EBHV Program who live in Hamilton County.

A.5. Service Description:

The Grantee shall:

- a. Provide EBHV services to pregnant or newly parenting families who meet one (1) or more of the following criteria at enrollment:
  - (1) Low-income family (as defined in A.2.k.); All eligible TANF enrollees must meet this requirement.
  - (2) Pregnant or first-time mothers under the age of twenty-one (21);
  - (3) Has a history of child abuse or neglect or has had interactions with child welfare services;
  - (4) Has a history of substance abuse or need substance abuse treatment;
  - (5) Has users of tobacco products in the home;



- (6) Has attained low student achievement or has a child with low student achievement;
  - (7) Has a child with developmental delays or disabilities; and/or
  - (8) Has an individual who is serving or has formerly served in the Armed Forces.
- b. Parents As Teachers (PAT) Local Implementing Agencies (LIA's) will partner with families to increase the knowledge of child development, improve parenting practices, increase children's school readiness and success, provide early detection and developmental delays and health issues and prevent child abuse and neglect.
  - c. Use at least seventy-five percent (75%) of this grant to provide direct EBHV services.
  - d. Provide a position description with the expected qualifications for each position funded by this Grant Contract.
  - e. The Grantee will prioritize services to the clients as outlined in Scope A.4 and A.5.a.
  - f. The Grantee shall ensure that enrollee participation in EBHV services is voluntary.
  - g. Only direct service home visitors or direct service staff will be funded at one hundred percent (100%) under this Grant Contract.
  - h. Remain an Accredited/Certified/Network Partner.
  - i. The Grantee shall provide home visiting services using the PAT model. The Grantee shall remain in good standing with the model developer throughout the Term and may use grant funds to maintain that good standing. The Grantee shall submit proof of these credentials upon request of the State and notify the State within forty-eight (48) hours of any changes in these credentials.
  - j. Create a committee responsible for conducting CQI activities at the Grantee. The committee must consist of at least three individuals with at least one from the following categories: a program manager or supervisor from the Grantee, a home visitor currently employed by the Grantee, and a parent that has participated in home visiting. A parent member may be a past or present recipient of home visiting. The Grantee shall designate at least one staff person to act as Site Champion for CQI activities. Responsibilities of the Site Champion include: communicating pertinent CQI information to staff persons at their local Grantee agency; leading regularly scheduled CQI committee meetings at the Grantee; and attending all CQI-related monthly calls and training activities hosted by the State. Grantee must conduct CQI projects at their agency, which shall be planned and approved in consultation with the State.
  - k. Any non-administrative positions shall participate in a minimum of one (1) training as coordinated by the EBHV Workforce Development Director; and one (1) annual home visiting summit event. All non-administrative positions shall participate in additional training courses required by the State, whether in person or online. The Grantee shall designate funding for travel and associated expenses for all participants unless otherwise directed by the State.
  - l. Throughout the grant period, work to maintain full caseloads in accordance with the National Home Visiting Program model guidelines for caseload capacity. The Grantee shall maintain a caseload average of at least eighty-five percent (85%) of 60 (4 FTE home visitors with a caseload of 15 per FTE). However, each home visitor shall maintain full caseloads regardless of the number of families already served. Any changes to the proposed number of families served in each county must be submitted to the State for review and approval. If, in the course of enrollment, a new recipient no longer meets the above listed criteria, he/she may continue enrollment in the EBHV.
  - m. Ensure all home visitors with a full caseload of clients are compensated by no less than twenty-five percent (25%) of their salary through EBHV funding.

- n. New home visitors and supervisors will work to obtain Infant Mental Health Endorsement® through the Association of Infant Mental Health in Tennessee (AIMHiTN). Existing staff shall maintain endorsement by participating in required ongoing training.
- o. Grantee will collaborate with the PAT state consultant and will receive technical assistance, including but not limited to on-site visits, meetings, video conferences, phone calls, emails, and resource papers. Grantee will receive a minimum of one quality assurance visit per year. Grantee will meet reporting requirements as stipulated by PAT state consultant.
- p. Provide initial and ongoing data collection in a manner designed by the State for purposes of reporting the three (3) performance measures outlined by the Tennessee Department of Human Services.

Collect data in accordance with the following guidelines:

- (1) The data shall be collected for eligible families who have been/are enrolled in EBHV Program/Services;
- (2) Collect individual-level demographic and service-utilization data on the participants in their program as necessary to analyze and understand the progress children and families are making;
- (3) The Grantee shall utilize a Data Management/Case Management System (Apricot 360) for EBHV data collection. The data collected includes individual-level demographic and service-utilization data on the participants in their program as necessary to analyze and understand the progress children and families are making. Individual-level demographic and service-utilization data include, but are not limited to, the following:
  - (i) Family's participation rate in the home visiting program (e.g., number of sessions/numbers of possible sessions, duration of sessions);
  - (ii) Demographic data for the participant child(ren), pregnant woman, expectant father, parent(s), or primary caregiver(s) receiving home visiting services including: child's gender, age of all (including age in months for child) at each data collection point and racial and ethnic background of all participants in the family;
  - (iii) Index child's exposure to languages other than English;
  - (iv) Family socioeconomic indicators (e.g., family income, employment status)
  - (v) The LIA shall submit all enrollment data to the Grantor State Agency on a quarterly basis, no later than fifteen (15) days after the end of each calendar quarter. The LIA shall also submit outcome data to the Grantor State Agency on an ongoing basis. The Grantee shall enter all newly acquired data into a Data Management/Case Management System (Apricot 360) no later than ten (10) business days after collection.
- q. Work with the State to maintain an agency program profile in the designated state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). The agency program profile will contain general information about the agency, program eligibility requirements, and agency contact information. The State shall provide instructions for which services should be included in the directory. Grantee shall review its agency program profile(s) in the designated state services directory at least every six (6) months. In addition, Grantee shall notify the State of any updates to the agency program profile(s) within ten (10) business days of any change in information.
  - (1) If Grantee has a website, they shall link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from an appropriate section of that website. If Grantee would like to link to specific

features of the kidcentraltn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, the State can provide specific copy, links, and images for those features

- (3) If Grantee uses these funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee shall place the kidcentraltn and Tennessee Department of Health logos on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. If Grantee would like to apply the full kidcentraltn brand to print materials such as brochures, flyers, posters, or postcards, contact the State.
  - (4) The kidcentraltn logo requirement does not apply to materials that have already been printed or designed. This kidcentraltn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentraltn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.
- r. Follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 CFR Part 75) - Part 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
- s. Outcomes Measures: LIAs shall demonstrate measurable improvement among families enrolled in EBHV programs in at least four (4) of the six (6) benchmark areas below:
- 1. Improvements in prenatal, maternal and newborn health, including improved pregnancy outcomes.
    - (I) Health & Well-Being - Decrease psychological stress: Improve families' awareness on healthy lifestyle behaviors and available health services and resources.
      - (i) Ninety percent (90%) of infants (among mothers who enrolled in home visiting prenatally before thirty-seven (37) weeks) will be born at full term following program enrollment.
    - (II) Health & Well-Being - Decrease psychological stress: Improve health and well-being of families (physical, mental and emotional health).
      - (i) Seventy-five percent (75%) of mothers enrolled in home visiting prenatally or within thirty (30) days after delivery will receive a postpartum visit with a healthcare provider within eight (8) weeks (fifty-six (56) days) of delivery.
  - 2. Improvements in child health and development (including the prevention of child injuries and maltreatment) and improvements in cognitive, language, social-emotional and physical developmental indicators.
    - (I) Health & Well-Being - Decrease psychological stress: Improve families' awareness on healthy lifestyle behaviors and available health services and resources.
      - (i) Seventy-five percent (75%) of infants enrolled in home visiting will always be placed to sleep on their backs, without bed-sharing or soft bedding.

3. Improvements in school readiness and child academic achievement.
- (I) Education - Empower parents as their children's first/primary teachers: Increase parent's attendance and involvement in their child's learning activities through workshops, individualized consultations, or other impactful parental education activities.
    - (i) Ninety percent (90%) of children enrolled in home visiting that are screened for possible developmental delays (using a validated parent-completed tool) will be offered a referral for intervention/service.
4. Reductions in domestic violence.
- (I) Health & Well-Being - Decrease psychological stress: Improve health and well-being of families (physical, mental and emotional health).
    - (i) Ninety-three percent (93%) of households enrolled in home visiting will not have a verified case of child maltreatment.
5. Improvements in family economic self-sufficiency.
- (I) Economic Supports - Increase Economic Status: Increase participation or enrollment in education and job training opportunities.
    - (i) Thirty percent (30%) of primary caregivers enrolled in home visiting without a high school degree (or equivalent) will be enrolled in and maintain continuous enrollment or complete a high school degree (or equivalent) program during their participation.
6. Improvements in the coordination of referrals for, and the provision of, other community resources and supports for eligible families, consistent with the Grantor State Agency child welfare agency training.
- (I) Social Capital - Increase Family Engagement: Increase families' knowledge of, access to, and utilization of community resources.
    - (i) Ninety percent (90%) of primary caregivers receiving a positive screen for depression will be offered resources/education and a referral for professional services.
  - (II) Social Capital - Increase Family Engagement: Increase families' knowledge of, access to, and utilization of community resources.
    - (i) Ninety percent (90%) of primary caregivers receiving a positive screen for intimate partner violence (measured using a validated tool) will be offered resources/education and a referral for professional services.

A.6. Service Reporting.

- a. The Grantee shall submit outcome data as outlined in Scope A.5.p. to the State on an ongoing basis, with data entered into the Data Management/Case Management systems (Apricot 360) within ten (10) business days of data collection. Data collection shall follow the form and content as specified by the State. The Grantee shall be responsible for notifying the State of any staffing changes within five (5) business days, including the departure of those staff persons having access to the State's data collection system.

- b. The Grantee shall report the progress of the program on a quarterly basis summarizing all program activities and efforts such as recruitment efforts and enrollment, population targets and demographics, staffing and trainings, partnerships, parent and child activities, outcomes, successes, families' involvement in programming, program challenges, and opportunities for growth and development.
- A.7. 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 Grant Contract.
- A.8. Performance Standard. The Grantee hereby acknowledges and agrees that its performance under this Grant Contract shall meet the standards and conditions set forth in Section A of this Grant Contract. If the Grantee fails to meet these standards, the State, at its exclusive option, may allow up to six (6) months for the Grantee to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the State within the prescribed time, and if no extenuating circumstances can be documented by the Grantee to the State's satisfaction, the State may cancel the Grant Contract at the State's discretion.
- A.9. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.
- A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.
- A.12. The grantee shall not use contract funds for direct dental, medical, legal and/or mental health services.
- A.13. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.
- A.14. This grant allows for the purchase of electronic devices, such as but not limited to computers, iPads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines
- A.15. This grant allows for the purchase and distribution of prepaid store cards to eligible families as noted in A.5.a, such as but not limited to food and water, infant formula, gas cards, and prepaid grocery cards for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow **Attachment 2** for purchasing, tracking, reporting and reimbursement guidelines.
- A. 16. HIPAA Compliance.
- Grantees: The Grantee must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b) the Grantee will provide services to the contracting State Agency that involve Grantee's access to protected health information ("PHI") as defined by the Privacy Rules.
- Subcontractors: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.
- A.17. The Grantee shall limit resources to US-based (onshore) resources only.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Thousand Dollars (\$800,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 3** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 4**) 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:

[Lisa.McAfee@tn.gov](mailto:Lisa.McAfee@tn.gov)

or

Lisa McAfee, Public Health Program Director  
Tennessee Department of Health  
Division of Family Health and Wellness  
Andrew Johnson Tower|8th Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
(615) 532-0422

- 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.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).  
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 5**).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are



not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Lisa McAfee, Public Health Program Director  
Tennessee Department of Health  
Division of Family Health and Wellness  
Andrew Johnson Tower|8th Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
[Lisa.McAfee@tn.gov](mailto:Lisa.McAfee@tn.gov)  
(615) 532-0422

The Grantee:

Sabrina Novak, Administrator  
Hamilton County Health Department  
921 E. 3<sup>rd</sup> Street  
Chattanooga, TN 37403-2102  
[sabrinan@hamiltontn.gov](mailto:sabrinan@hamiltontn.gov)  
423-209-8003

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

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

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

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

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 6** to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal). When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds one hundred dollars (\$100.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State

within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds one hundred dollars (\$100.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and



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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. 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, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee



unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.5. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.6. Grantee Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
- (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
  - (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and Subcontractor(s), or provide the State with the Grantee's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or Subcontractor. The Grantee shall submit corrective action plans to the State for

any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or Subcontractor stating whether the Grantee or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. **Comptroller Audit Requirements:**

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. **Business Continuity Requirements.** The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour.
- ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours.

(2) The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee

can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

HAMILTON COUNTY HEALTH DEPARTMENT

  
Sabrina Novak  
Administrator

3/26/2024  
Date

**HAMILTON COUNTY GOVERNMENT**

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Weston Wamp  
County Mayor

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Date

**DEPARTMENT OF HEALTH**

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Ralph Alvarado, MD, FACP  
COMMISSIONER

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Date

# ATTACHMENT 1

## Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Hamilton County Health Department
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	2101TNTANF 2201TNTANF 2301TNTANF
Federal award date	2101TNTANF- 10-1-20 2201TNTANF- 10-1-21 2301TNTANT- 10-1-22
Subaward Period of Performance Start and End Date	January 1, 2021
Subaward Budget Period Start and End Date	December 31, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.558 Temporary Assistance for Needy Families
Grant contract's begin date	7/1/2024
Grant contract's end date	6/30/2025
Amount of federal funds obligated by this grant contract	\$800,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	2101TNTANF- \$190,891,768.00 2201TNTANF- \$190,891,768.00 2301TNTANF- \$190,891,768.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	2021 TANF 2022 TANF 2023 TANF
Name of federal awarding agency	Department of Health & Human Services
Name and contact information for the federal awarding official.	Deanne Meyer, Grants Mgmt Officer Department of Health & Human Services Administration for Children & Families 330 C Street, S.W. Washington, D.C. 20201
Name of pass-through entity	Tennessee Department of Human Services
Name and contact information for the pass-through entity awarding official	From NOA – Project Director or Principal Investigator
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	Indirect Costs divided by Total Personnel Costs

**Prepaid store cards –**

For the sake of this funding award, these items (**food and water, infant formula, gas cards, and prepaid cards**) will be captured in this category of Prepaid Grocery Cards as these items can be purchased at grocery stores.

Please note: State auditors do not encourage the use of grocery cards, as they do not have an expiration date, so it is impossible to know if they were expended within the designated period of availability. **Due to this, please encourage your families to spend the full amount on the card within the reasonable time allowed and submit supportive receipts to TDH with invoice.**

**Gift cards purchased in bulk must be distributed immediately following purchase. It is advised that no more than 20 cards are kept on hand at any given time to deal with emergencies.**

**The State of Tennessee will only reimburse after the gift card has been distributed to the client and the grantee has adequate documentation.**

**Any incentives the grantee disburses to participants must be entered in Apricot, the EBHV data management system, and signed by the recipient.**

## ATTACHMENT # 3

(BUDGET PAGE 1)

GRANT BUDGET				
HAMILTON COUNTY HEALTH DEPARTMENT				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JULY 1, 2024, and ending JUNE 30, 2025.				
	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries <sup>2</sup>	\$239,700.00	\$0.00	\$239,700.00
	Benefits & Taxes	\$152,900.00	\$0.00	\$152,900.00
	Professional Fee/ Grant & Award <sup>2</sup>	\$2,000.00	\$0.00	\$2,000.00
	Supplies	\$50,000.00	\$0.00	\$50,000.00
	Telephone	\$20,000.00	\$0.00	\$20,000.00
	Postage & Shipping	\$5,000.00	\$0.00	\$5,000.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$5,000.00	\$0.00	\$5,000.00
	Travel/ Conferences & Meetings <sup>2</sup>	\$25,000.00	\$0.00	\$25,000.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals <sup>2</sup>	\$233,900.00	\$0.00	\$233,900.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Capital Purchase <sup>2</sup>	\$34,500.00	\$0.00	\$34,500.00
	Indirect Cost (8.151% OF SALARY AND BENEFITS)	\$32,000.00	\$0.00	\$32,000.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$800,000.00</b>	<b>\$0.00</b>	<b>\$800,000.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.in.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

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



## GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (If applicable)	AMOUNT
VACANT - SOCIAL COUNSELOR-BILINGUAL	\$3,989.19	x	12	x	100%	+		\$47,870.28
VACANT - SOCIAL COUNSELOR-BILINGUAL	\$3,989.19	x	12	x	100%	+		\$47,870.28
VACANT - SOCIAL COUNSELOR	\$3,873.00	x	12	x	100%	+		\$46,476.00
VACANT - SOCIAL COUNSELOR	\$3,873.00	x	12	x	100%	+		\$46,476.00
VACANT - HEALTH CASE MANAGER	\$3,508.75	x	12	x	50%	+		\$21,052.50
JAIMEE DAILY, HEALTH PROGRAM MANAGER	\$4,886.13	x	12	x	50%	+	\$ 600.00	\$29,916.78
ROUNDED TOTAL								\$239,700.00

PROFESSIONAL FEES	AMOUNT
PAT Subscription fees	\$2,000.00
ROUNDED TOTAL	\$2,000.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
LOCAL TRAVEL - Home Visits, Group Connections, Trainings	\$10,000.00
MEETINGS - Training for Staff	\$15,000.00
ROUNDED TOTAL	\$25,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Financial support to EBHV Clients to assist in Health and well being. Support improvements in family economic self sufficiency, assist family in participation or enrollment in education and/or job training. Assist with childcare and housing stability rent/mortgage and/or utilities.	\$233,900.00
ROUNDED TOTAL	\$233,900.00

CAPITAL PURCHASE	AMOUNT
Qty 8 IPAD PRO 6TH GENERATION 12.9 INCH, 256 GB for Staff @ \$1,399.99 EACH	\$12,000.00
Qty 5 Workstations for Staff	\$22,500.00
ROUNDED TOTAL	\$34,500.00



## Invoice Reimbursement Form

### Section 1: Contract Information (to be completed by TDH Accounts)

PO #	PO Line #	Receipt #	Agency Invoice #
_____	_____	_____	_____
Edison Contract #	Edison Vendor #	Edison Address Line #	AP Attachment (check if yes)
_____	_____	_____	<input type="checkbox"/>

### Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #	Invoice Date	Service Start Date	Service End Date
_____	_____	_____	_____
Contract Start Date	Contract End Date		
_____	_____		
Contact Person Name	Phone #		
_____	_____		

#### Remit Payment to:

Business Name

Street Address	City	State	ZIP
_____	_____	_____	_____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00

**Section 3: Payment Information (to be completed by TDH Program)**

Service Type (Select One): ☐ Medical Services ☐ Non-Medical Services

Speedchart	User Code	Project ID	Amount (\$)

**Section 4: Authorized Signatures**

**Contractor/Grantee Authorization**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**TDH Program Authorization**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**TDH Accounts Authorization**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Section 5: Additional Comments**

# REPORTING TEMPLATE

## Introduction

Reporting Template has three parts:

- Schedule A,
  - Schedule B, and
  - Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
- Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

## Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

## Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

## Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

## **Do not send a worksheet that is linked to another file**

E-mail completed files to: [policy2013\\_007.amo.health@tn.gov](mailto:policy2013_007.amo.health@tn.gov)

or Mailing Address:

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

Telephone 615-741-2974

## QUESTIONS:

Angela Sumner: [angela.sumner@tn.gov](mailto:angela.sumner@tn.gov)  
Rushdi Eskarous: [rushdi.eskarous@tn.gov](mailto:rushdi.eskarous@tn.gov)

# PROGRAM EXPENSE REPORT (PER) SCHEDULE A

## Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense 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 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

## Instruction for Expenses by Object Line-Items

### Line 1                      Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

#### References:

[2 CFR Part 200.430](#)

Form 990 Part IX line 5, 7

### Line 2                      Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

#### References:

[2 CFR Part 200.431](#)

Form 990 Part IX lines 8, 9, 10

### Line 3                      Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

### Line 4                      Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

#### References:

[2 CFR Part 200.459](#)  
Form 990 Part IX line 11

Line 5                      Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

[2 CFR Part 200.453](#)  
Form 990 Part IX line 13

Line 6                      Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

[2 CFR Part 200.471](#)  
Form 990 Part IX line 13

Line 7                      Postage and Shipping

Enter the grantee's/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.

References:

[2 CFR Part 200.474](#)  
Form 990 Part IX line 13

Line 8                      Occupancy

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

References:

[2 CFR Part 200.465](#)  
Form 990 Part IX line 16

Line 9                      Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

[2 CFR Part 200.452](#)  
Form 990 Part IX line 13

Line 10                    Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11

Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. 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.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

[F&A Policy 08 Comprehensive State Travel Regulations.](#)

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12

Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13

Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14

Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.



References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15

Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16

Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for 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, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17

Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18

Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as 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 in the grant contract agreement.

a) Advertising:



Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20

Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

[2 CFR Part 200.439](#)

Form 990 Part X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) 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.

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25 Total Program Expenses

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

# PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

## Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

## Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

# PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

## Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

## Instruction for Sources of Revenue

### • Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:  
Form 990 Part VIII 1e

Line 32                      Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:  
Form 990 Part VIII 1e

Line 33                      Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

## • Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34                      Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:  
Form 990 Part VIII 1e

Line 35                      Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:  
Form 990 Part VIII 1e

Line 36                      Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:  
Form 990 Part VIII 1e

Line 37                      Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:  
Form 990 Part VIII 1f

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

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39

Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40

Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41

Total Matching Revenue Funds

Add lines 34 through 40.

Line 42

Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43

Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

## Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51

Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52

Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.



Line 53

Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54

Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55

Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56

Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57

Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58

Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59

This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

# **NONGRANT EXPENSE REPORT (NER) NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1**

## **Purpose/Scope**

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

## **Instruction for Schedules A-1, A-1-Q1-Q4, and B-1**

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

# **TOTAL EXPENSE SUMMARY REPORT Schedule C**

## **Purpose/Scope**

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.



## Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

## Instruction for Columns

### Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

### Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

### Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

### Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

**STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT**

**Schedule A**

Page # of # Pages:   
Report Period:

**Contractor/Grantee Name:**

**Contracting State Agency:**  
**Program Name:**  
**Assistance Listing Number/Program Number:**  
**Edison Contract Number:**  
**Grant/Contract Term:**

**A**

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telephone		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	<b>Total Program Expenses</b>	0.00	0.00	0.00	0.00

## Schedule A-Q1-Q4

STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
Assistance Listing Number/Program Number: \_\_\_\_\_  
Edison Contract Number: \_\_\_\_\_  
Grant/Contract Term: \_\_\_\_\_

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00	0.00	0.00
2	Employee Benefits & Payroll Taxes					0.00	0.00	0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00	0.00	0.00
5	Supplies					0.00	0.00	0.00
6	Telephone					0.00	0.00	0.00
7	Postage and Shipping					0.00	0.00	0.00
8	Occupancy					0.00	0.00	0.00
9	Equipment Rental and Maintenance					0.00	0.00	0.00
10	Printing and Publications					0.00	0.00	0.00
11	Travel					0.00	0.00	0.00
12	Conferences and Meetings					0.00	0.00	0.00
13	Interest					0.00	0.00	0.00
14	Insurance					0.00	0.00	0.00
15	Grants and Awards					0.00	0.00	0.00
16	Specific Assistance to Individuals					0.00	0.00	0.00
17	Depreciation					0.00	0.00	0.00
18	Other Non-personnel Expenses: (list details in a-d)					0.00	0.00	0.00
a						0.00	0.00	0.00
b						0.00	0.00	0.00
c						0.00	0.00	0.00
d						0.00	0.00	0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00	0.00	0.00
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00	0.00	0.00
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00	0.00	0.00
25	Total Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE  
NONGRANT / UNALLOWABLE EXPENSE REPORT**

Schedule A-1

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency:  
Program Name: **A**  
Assistance Listing Number/Program Number:  
Edison Contract Number:  
Grant/Contract Term:

**B**

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	<b>Total Direct Nongrant Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	<b>Total Direct Nongrant and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	<b>Total Nongrant Expenses</b>	0.00	0.00	0.00	0.00

Schedule A-1-Q1-Q4

STATE OF TENNESSEE  
NONFUNDED/UNALLOWABLE EXPENSE REPORT

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:  
Program Name:  
Assistance Listing Number/Program Number:  
Edison Contract Number:  
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Travel					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)					0.00		0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	Total Direct Nongrant and Administrative Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	Total Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00



**STATE OF TENNESSEE**  
**NONGRANT/UNALLOWABLE REVENUE REPORT AND**  
**RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES**

Schedule B-1

Contractor/Grantee Name: \_\_\_\_\_  
 Page # of # Pages: \_\_\_\_\_  
 Report Period: \_\_\_\_\_

Contracting State Agency:	
Program Name:	A
Assistance Listing Number/Program Number:	
Edison Contract Number:	
Grant/Contract Term:	B

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
31	Reimbursable Nongrant Funds:				
32	Reimbursable Federal Program Funds (Line 23)				
33	Reimbursable State Program Funds (Line 23)				
34	<b>Total Reimbursable Nongrant Funds (equals line 55)</b>	0.00	0.00	0.00	0.00
35	Matching Revenue Funds:				
36	Other Federal Funds				
37	Other State Funds				
38	Other Government Funds				
39	Cash Contributions (non-government)				
40	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
41	Program Income				
42	Other Matching Revenue				
43	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
44	Other Program Funds				
45	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
51	<b>Reconciliation Between Total and Reimbursable Expenses</b>				
52	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
53	Subtract Other Unallowable Expenses (contractual)				
54	Subtract Excess Administration Expenses (contractual)				
55	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
56	Reimbursable Expenses (line 51 minus lines 52,53,54)				
57	Total Reimbursement To Date				
58	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
59	Advances				
60	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE**  
**TOTAL EXPENSE SUMMARY REPORT**

Schedule C

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment, Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)	0.00			0.00
a		0.00			0.00
b		0.00			0.00
c		0.00			0.00
d		0.00			0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	<b>Total Expenses</b>	0.00	0.00	0.00	0.00



## Attachment 6

### Annual (Final) Report\*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

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**Submit one copy to:**

**Lisa McAfee, Early Childhood Initiatives Section, Public Health Program Director at**  
[lisa.mcafee@tn.gov](mailto:lisa.mcafee@tn.gov);

[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-24

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND THE HAMILTON COUNTY HEALTH DEPARTMENT ACCEPTING \$54,100 FOR THE RAPE PREVENTION EDUCATION PROGRAM NOT TO EXCEED \$54,100 FOR THE PERIOD BEGINNING FEBRUARY 1, 2024, ENDING JANUARY 31, 2025.

WHEREAS, the Hamilton County Health Department is seeking to continue a contractual arrangement with the Tennessee Department of Health for the provision of RAPE prevention education programs for an amount not to exceed \$54,100 FOR THE PERIOD BEGINNING FEBRUARY 1, 2024, ENDING JANUARY 31, 2025; and

Whereas, these state-funded services continue to increase community engagement efforts to implement evidence-based interventions to prevent sexual violence.

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

That the County Mayor be authorized to execute a Rape Prevention and Education contract between the State of Tennessee, Department of Health and the Hamilton County Health Department TO EXECUTE a Rape PREVENTION and education contract by accepting \$54,100 for the period BEGINNING FEBRUARY 1, 2024, ENDING JANUARY 31, 2025.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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


April 17, 2024

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> February 1, 2024	<b>End Date</b> January 31, 2025	<b>Agency Tracking #</b> 34360-44724	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number: 93.136</b>  <b>Grantee's fiscal year end: June 30<sup>th</sup></b>			
<b>Service Caption</b> (one line only) Rape Prevention Education Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2024		\$22,542.00			\$22,542.00
2025		\$31,558.00			\$31,558.00
<b>TOTAL:</b>		<b>\$54,100.00</b>			<b>\$54,100.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target audience, and its prior experience with Rape Prevention Education Services			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  				CPO USE - GG	
<b>Speed Chart</b> (optional) HL00007842		<b>Account Code</b> (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Rape Prevention Education Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

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

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. Accrual means charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
- b. Community coalition means a group of people who work together to achieve a common goal or outcome.
- c. Community engagement means a strategic process of working collaboratively with a group of people who share a common goal and outcome.
- d. Community-based intervention means programs and initiatives that aim to prevent sexual violence within a community.
- e. Community-level prevention strategies means prevention strategies that focus on characteristics of a community setting to prevent risk factors in sexual violence.
- f. Health equity means the highest attainment of health for all people.
- g. Organizational level change means changes such as policies, programs, and structures in an organization.
- h. Qualitative data means data that is descriptive.
- i. Quantitative data means data that can be quantified.
- j. REDCap means an online survey and database used to collect and analyze data.
- k. RPE means Rape Prevention Education.
- l. Social Determinants of Health (SDoH) mean the conditions in the environment where people are born, live, learn, work, play, worship, and age that impact their health and quality of life.
- m. Societal-level prevention strategies means addressing social and cultural norms that prevent sexual violence.

A.3. Service Goal. To provide community-and societal-level interventions and build health equity in

sexual violence prevention to organizations and individuals in the service area to prevent first time perpetration and victimization of sexual violence.

A.4. Service Recipients. Individuals who are at risk to be perpetrators and/or victims of sexual violence.

A.5. Service Reporting. The Grantee shall provide:

- a. detailed narratives on the progress of community-and societal-level interventions and community needs assessment results in the form of a REDCap report to the Director of the RPE Program semiannually on August 31 for the February 1 – July 31 time-period and on February 28 for the August 1 – January 31 time-period. The Grantee shall include in the report the type and number of community-and societal-level interventions, name of the community coalition, number of coalition members, results of the community needs assessment, and number of community trainings.
- b. Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

A.6. Service Deliverables.

The Grantee shall:

- a. Hire and maintain a full time Health Educator to complete the service deliverables as it relates to the Rape Prevention Program.
- b. Educate and share resources on health equity and sexual violence prevention with community partners and members.
- c. Utilize quantitative and qualitative data to select and implement community-and societal-level prevention strategies and initiatives that address social determinants of health related to sexual violence.
- d. Gain community input on ways to address sexual violence through surveys, listening sessions, community forums, or focus groups.
- e. Utilize an existing or create a community coalition, workgroups, or health councils to address the social determinants of health in sexual violence and collaborate on strategic planning to implement community and societal level strategies.
- f. Develop an action and evaluation plan for sexual violence prevention goals, strategies, and activities.
- g. Increase community engagement efforts with community organizations, groups, and citizens to address sexual violence in priority populations.
- h. Implement evidence-based community-based interventions to prevent sexual violence in priority populations.
- i. Implement at least one evidence-based community-and societal-level prevention strategies such as Green Dot, Safe Bar, and Shifting Boundaries in sexual violence that strengthen economic supports for families, create protective environments and promote social norms that protect against violence with fidelity.

- j. Build organizational-level change in sexual violence and health equity including but not limited to policies that incorporate health equity and trainings on health equity and sexual violence.
  - k. Implement evidence-based strategies that strengthen economic support for families such as strengthening household financial security and family-friendly policies.
  - l. Participate in the Tennessee RPE State Advisory Board meeting, RPE Support Calls, program trainings, and evaluation trainings.
  - m. Submit all evaluation tools for programs to the RPE evaluator.
- A.7. This grant allows for the purchase of electronic devices, such as but not limited to computers, iPad, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.
- A.8. The Grantee shall limit resources to US-based (onshore) resources only.
- A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.
- A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on February 1, 2024 ("Effective Date") and ending on January 31, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty-Four Thousand One Hundred Dollars (\$54,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) 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:

Renea Satterwhite, Rape Prevention Education Program Director  
 Division of Family Health and Wellness  
 710 James Robertson Pkwy, Floor 7  
 Nashville, TN 37243  
 renea.satterwhite@tn.gov  
 Telephone # 615-532-7768

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 & Wellness.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more

than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.



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

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Renea Satterwhite, Rape Prevention Education Program Director  
 Division of Family Health and Wellness  
 710 James Robertson Pkwy, 7<sup>th</sup> Floor  
 Nashville, TN 37243  
[renea.satterwhite@tn.gov](mailto:renea.satterwhite@tn.gov)  
 Telephone # (615) 532-7768

The Grantee:

Carlena Angwin Director, Community Health Services  
 Hamilton County Health Department  
 931 East 3<sup>rd</sup> Street  
 Chattanooga, TN 37403-2102  
[carleenaa@hamiltontn.gov](mailto:carleenaa@hamiltontn.gov)  
 Telephone # (423) 209-8088

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 5 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds fifty-five dollars (\$55.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds fifty-five dollars (\$55.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and

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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions



agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. 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, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).  
This Grant Contract requires the Grantee to provide supplies 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 FFATA requirements, including but not limited to those below, 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 § 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>).

As defined in 2 C.F.R. § 170.315, "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 Contract is established.
- c. If this Grant Contract 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 Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract 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. 6. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

- E. 7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.136 Injury Prevention and Control Research and State and Community Based Programs

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

#### **HAMILTON COUNTY HEALTH DEPARTMENT**

\_\_\_\_\_  
Sabrina Novak  
Administrator

\_\_\_\_\_  
Date

#### **HAMILTON COUNTY GOVERNMENT**

\_\_\_\_\_  
Weston Wamp  
County Mayor

\_\_\_\_\_  
Date

#### **DEPARTMENT OF HEALTH**

\_\_\_\_\_  
Ralph Alvarado, MD, FACP  
COMMISSIONER

\_\_\_\_\_  
Date

**ATTACHMENT 1****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	HAMILTON COUNTY WIC CLINIC
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	NUF2CE002604
Federal award date	1/22/2024
Subaward Period of Performance Start and End Date	02/01/2024 – 01/31/2029
Subaward Budget Period Start and End Date	02/01/2024 – 01/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.136 Injury Prevention and Control Research and State and Community Based Programs
Grant contract's begin date	02/01/2024
Grant contract's end date	01/31/2025
Amount of federal funds obligated by this grant contract	\$54,100.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$850,096.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Tennessee Rape Prevention and Education
Name of federal awarding agency	Department of Health and Human Services/CDC
Name and contact information for the federal awarding official	Uliecia Bolton Grants Management Specialist Uaj0@cdc.gov 678-475-4805
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Renea Satterwhite Renea.satterwhite@tn.go 615-532-7768
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	14.5%

GRANT BUDGET				
HAMILTON COUNTY HEALTH DEPARTMENT				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2024, and ending January 31, 2025. Year 1				
	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries <sup>2</sup>	\$33,200.00	\$0.00	\$33,200.00
	Benefits & Taxes	\$11,200.00	\$0.00	\$11,200.00
	Professional Fee/ Grant & Award <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
	Supplies	\$3,400.00	\$0.00	\$3,400.00
	Telephone	\$500.00	\$0.00	\$500.00
	Postage & Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
	Travel/ Conferences & Meetings <sup>2</sup>	\$3,800.00	\$0.00	\$3,800.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Indirect Cost (% of Method)	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$54,100.00</b>	<b>\$0.00</b>	<b>\$54,100.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

Year 1									
SALARIES		Monthly Salary	# of Months	% of Effort		Longevity (if applicable)		AMOUNT	
TBD, Public Health Educator		\$ 3,686.33	x 12	x	75%	+	\$ -	\$33,176.97	
TOTAL ROUNDED								\$33,200.00	

PROFESSIONAL FEE/GRANT & AWARD		AMOUNT							
Advertising		\$1,000.00							
TOTAL ROUNDED								\$1,000.00	

TRAVEL / CONFERENCES & MEETINGS		AMOUNT							
Local Travel		\$1,000.00							
Meetings/Seminars		\$2,815.00							
TOTAL ROUNDED								\$3,800.00	



## Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

### Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.)

PO Line # (Req.)

Receipt # (Req.)

Agency Invoice #

Edison Contract #

Edison Vendor #

Edison Address Line #

AP Attachment (check if yes)

### Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #

Invoice Date

Service Start Date

Service End Date

Contract Start Date

Contract End Date

Contact Person Name

Phone #

#### Remit Payment to:

Business Name

Street Address

City

State

ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>			



---

[illegible]

Program Signature 1                      Program Signature 2                      Program Signature 3

Signature: \_\_\_\_\_

## Section 5: Additional Comments

## Section 6: Month to Month Expense Tracking Sheet (Not Required by F&amp;A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries															
Benefits															
Fee/Grant/Award															
Supplies															
Telephone															
Postage and Shipping															
Occupancy															
Equipment Rental and Maintenance															
Printing and Publications															
Travel/Conferences and Meetings															
Interest															
Insurance															
Specific Assistance to Individuals															
Depreciation															
Other Non-Personnel															
Capital Purchase															
Indirect Costs															
<b>Totals</b>															

**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 a refund is due, mail reports with check or send note with e-mail that check in the mail.

e-mail completed files to: [policy2013\\_007.amo.health@tn.gov](mailto:policy2013_007.amo.health@tn.gov)

e-mail filing replaces mailing forms

or mailing Address:

Rushdi Eskarous

Telephone: 615-741-2974

Tennessee Department of Health

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 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 TRACEABLE 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.

## **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 require an attached detail listing and reconciliation schedule.

#### **Line 37 Cash Contributions (Non-government)**

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

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

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state

funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

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

**Line 40 Other Matching Revenue**

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

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

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

**Line 43 Total Revenue**

Add lines 33, 41, and 42

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

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

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

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

**Line 52 OTHER UNALLOWABLE EXPENSES:**

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

**Line 53 EXCESS ADMINISTRATION:**

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

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

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources



of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

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

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

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

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

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

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

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

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

**POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

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

The “Contractor/Grantee” is the agency receiving the state grant.

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

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

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

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

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

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

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY)

FROM: \_\_\_\_\_

THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION:

DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

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

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

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

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?

\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_

PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_

PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

Schedule A, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule A

Item # EXPENSE BY OBJECT:

QUARTER TO DATE

YEAR TO DATE

QUARTER TO DATE

YEAR TO DATE

1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
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)	0.00	0.00		0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00		0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

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)	0.00	0.00	0.00	0.00
	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)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00	0.00	0.00
59	This reimbursement (line 57 less line 58)	0.00	0.00	0.00	0.00

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				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)				
a					0.00
b					0.00
c					0.00
d					0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

**Annual (Final) Report\***

1. Grantee Name:
2. Grant Contract Edison Number:
3. Grant Term:
4. Grant Amount:
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

---

Submit one copy to:

**Renea Satterwhite** [Renea.Satterwhite@tn.gov](mailto:Renea.Satterwhite@tn.gov) Program Director, TN Department of Health;

Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and

[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration



## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-25

**A RESOLUTION AUTHORIZING THE PARKS AND RECREATION DEPARTMENT TO APPLY FOR A \$1,000,000 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WITH A 21% MATCH TO RENOVATE AND EXPAND EXISTING RECREATION OPPORTUNITIES AT MCDONALD FARM.**

**WHEREAS**, the citizens of Hamilton County wish to expand recreational opportunities available for both citizens, visitors, and tourists; and

**WHEREAS**, The State of Tennessee Community Development Block Grant (CDBG) program has grant funds available to assist with Community Livability Projects, that compete within the Community Revitalization Project Category; and

**WHEREAS**, since Hamilton County and its municipalities are members of the Tennessee Department of Economic and Community Development's Three-Star Economic & Community Development Program, the Hamilton County is eligible to apply for up to \$1,000,000 in CDBG funds and are eligible for a 4% discount towards the required local match; and

**BE IT THEREFORE RESOLVED** that the Hamilton County Commission authorizes the Mayor to submit an application for up to \$1,000,000 in CDBG funds for the renovation and expansion of existing recreation opportunities at McDonald Farm and commits to provide 21% in local matching funds and any additional funding needed to complete the project.

**BE IT FURTHER RESOLVED** that the Mayor is authorized to enter into any agreements necessary for the successful award of the grant and to enter into a project administration agreement with the Southeast Tennessee Development District, subject to its approval by the State.

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

The Hamilton County Mayor is hereby authorized to apply for a \$1,000,000 Community Development Block Grant (CDBG) and to sign any and all related grants documents and to amend the Parks and Recreation Department revenue and expenditures to reflect the grant award.



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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

\_\_\_\_\_

County Clerk

Approved: ☐

Vetoed: ☐

\_\_\_\_\_

County Mayor

\_\_\_\_\_

April 17, 2024

Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 424-26

**A RESOLUTION AUTHORIZING ALTERNATIVE SENTENCING TO APPLY FOR A \$900,000 BUREAU OF JUSTICE ASSISTANCE (BJA) COMMUNITY SUPERVISION STRATEGIES GRANT WITH NO MATCH TO ASSESS AND IMPROVE RESPONSES TO CLIENT BEHAVIOR BY ENGAGING IN COLLABORATIVE PROBLEM SOLVING TO IMPROVE SUPERVISION OUTCOMES AND PROMOTE THE FAIR ADMINISTRATION OF JUSTICE.**

**WHEREAS**, the Alternative Sentencing Department's mission is to offer programs that are an alternative to incarceration and that focus on work ethic and a more structured lifestyle with the intent of reducing recidivism and safety of the community,

**WHEREAS**, this grant program seeks to enhance community supervision agencies' capacity to help reduce recidivism among, and improve outcomes for, people under supervision; and,

**WHEREAS**, all grantees will receive no-cost training and technical assistance to help them implement their proposed projects; and,

**WHEREAS**, there is no match;

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

The Hamilton County Mayor is hereby authorized to apply for a \$900,000 Bureau of Justice Affairs (BJA) Grant to assess and improve responses to client behavior, and to reduce recidivism among, and improve outcomes for, people under supervision with no match and to sign any and all related grants documents.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT**

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 424-27

**A RESOLUTION AUTHORIZING THE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT TO APPLY FOR AN \$833,000 BUREAU OF JUSTICE ASSISTANCE (BJA) IMPROVING SUBSTANCE USE DISORDER TREATMENT AND RECOVERY OUTCOMES FOR ADULTS IN REENTRY GRANT WITH NO MATCH TO ESTABLISH AND EXPAND TREATMENT AND RECOVERY SUPPORT SERVICES FOR PEOPLE WITH SUBSTANCE USE DISORDERS DURING THEIR INCARCERATION AND UPON REENTRY INTO THE COMMUNITY.**

**WHEREAS**, the Economic and Community Development Department's is partnering with the Hamilton County Sheriff's Office on the development of a MAT program at Hamilton County Jail and Detention Center; and,

**WHEREAS**, this grant program seeks to establish, expand, or improve treatment and recovery support services for people with substance use disorders during their incarceration and upon reentry into the community; and,

**WHEREAS**, this grant program seeks to reduce crime and recidivism, expand access to evidence-based treatment, and, in the process, improve public safety and public health; and,

**WHEREAS**, there is no match; and,

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

The Hamilton County Mayor is hereby authorized to apply for an \$833,000 Bureau of Justice Affairs (BJA) Grant to establish and expand treatment and recovery support services for people with substance use disorders during their incarceration and upon reentry into the community with no match and to sign any and all related grants documents.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 424-28

A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEEREED SOLUTIONS, LLC, HAGAN AND STONE WHOLESALE, AND PIPING SUPPLY COMPANY FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING MAY 15, 2024, THROUGH MAY 14, 2025, FOR METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for metal culvert for the Highway Department; and,

WHEREAS, the bids from Contech Engineered Solutions, LLC, Hagan and Stone Wholesale, and Piping Supply Company were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient budgeted funds available to the requisitioning department in the General Fund operating budget.

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

That the bids of Contech Engineered Solutions, LLC, Hagan and Stone Wholesale, and Piping Supply Company for one (1) year contract unit pricing, with the option to renew for three (3) additional one-year terms, beginning May 15, 2024, through May 14, 2025, for metal culvert for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date

Item #	Vendors:	Unit of Measure	Contech Engineered Solutions, LLC	Hagan and Stone	Piping Supply Company
Corrugated Steel Pipe					
1	15" Arch 17" x 13" 16 gauge	Linear Foot	\$18.48	\$20.25 /ft	\$21.78
2	18" Arch 21" x 15" 16 gauge	Linear Foot	\$23.10	\$25.50	\$26.05
3	21" Arch 24" x 18" 16 gauge	Linear Foot	N/A	N/A	\$34.44
4	24" Arch 28" x 20" 14 gauge	Linear Foot	\$29.26	\$41.25	\$42.30
5	30" Arch 35" x 24" 14 gauge	Linear Foot	\$46.20	\$51.95	\$52.66
6	36" Arch 42" x 29" 12 gauge	Linear Foot	\$75.46	\$80.95	\$86.92
7	42" Arch 49" x 33" 12 gauge	Linear Foot	\$87.78	\$101.50	\$101.26
8	48" Arch 57" x 38" 12 gauge	Linear Foot	\$100.10	\$115.95	\$115.48
9	54" (5"x1") 60" x 46" 14 gauge	Linear Foot	\$90.58	N/A	\$139.28 - 12 guage
10	60" (5"x1") 66" x 51" 14 gauge	Linear Foot	\$99.99	\$144.95 - 12 guage	\$156.54 - 12 guage
11	72" (5"x1") 81" x 59" 14 gauge	Linear Foot	\$120.28	\$198.50 - 12 guage	\$186.74 - 12 guage
Corrugated Steel Pipe					
12	12" 16 gauge	Linear Foot	\$14.00	\$13.95	\$16.34
13	15" 16 gauge	Linear Foot	\$16.80	\$17.45	\$20.35
14	18" 16 gauge	Linear Foot	\$21.00	\$21.95	\$24.35
15	21" 16 gauge	Linear Foot	N/A	N/A	\$28.19
16	24" 16 gauge	Linear Foot	\$26.60	\$29.95	\$32.20
17	30" 16 gauge	Linear Foot	\$33.60	\$37.50	\$40.03
18	36" 16 gauge	Linear Foot	\$40.60	\$44.95	\$47.87
19	42" 14 gauge	Linear Foot	\$58.80	\$64.95	\$68.56
20	48" 14 gauge	Linear Foot	\$67.20	\$74.50	\$78.23
21	54" (5"x1") 14 gauge	Linear Foot	\$82.35	N/A	\$95.30
22	60" (5"x1") 14 gauge	Linear Foot	\$90.45	\$104.95	\$105.85
23	72" (5"x1") 14 gauge	Linear Foot	\$109.35	\$126.50	\$126.26

Delivery:	3 to 5 days	5-7 business days	varies
Terms:	1/2 - 10 - 30	30 day	Net 30
Exceptions Noted:	No	No	No

Request For Bids:	
Newspaper Ad:	2.16.2024
Vendor Notification:	130
Vendor Response:	3
Budgeted:	Operating

Low bid(s) that meet specs in yellow
Did not meet specs in blue



## INVITATION TO BID

### BID # 0224-047: Metal Culvert

### Hamilton County, TN

#### I. STATEMENT OF INTENT

Hamilton County, Tennessee herein after referred to as "the County" is soliciting sealed bids for the purposes of establishing a one (1) year unit pricing contract with three (3) one-year renewal options for metal culvert regularly utilized by the Hamilton County Highway Department and various other departments, under a unit pricing agreement. The initial contract period will be for one (1) year from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract (see VII. CONTRACT TERMS).

#### II. INSTRUCTION TO VENDORS

Throughout the terms of this contract,

- items will be ordered **multiple times** throughout the contract term as needed, based on business need and inventory storage space availability;
- no minimum order quantities will apply to this contract;
- any and all shipping, handling, freight, fuel, or mileage charges **must be incorporated into the unit pricing** submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- product quote shall be submitted as unit price per linear foot;
- product **MUST** meet the following sections of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction": Corrugated Metal Pipe Culverts and Pipe Arches – Subsection 915.2; and
- prices will be guaranteed not to increase during the initial term of the contract (see VII. CONTRACT TERMS).

#### III. DELIVERY REQUIREMENTS

All prices must include shipping/delivery unless otherwise marked on the BID SUBMISSION FORM for pickup by Hamilton County employees. Delivery shall be to various job sites throughout Hamilton County, to be specified by the user department at the time of order.

#### IV. SHIPPING

Non-adherence to the instructions relative to the handling of shipping, freight, fuel, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

#### V. PAYMENT

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

County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

#### VI. AWARD OF BID

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award the entire package or 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 best 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.

#### VII. CONTRACT TERMS

The terms of this agreement shall be for one (1) year from the date of acceptance with the option to renew for three (3) additional one-year renewals. In the event that Hamilton County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price adjustments and minor scope additions and/or deletions which may be agreed upon by both parties. Any such price increase will only be allowed at time of renewal and must have documentation as to the justification/proof as to rationale for the increase and will be subject to review and approval by the County. Any requested adjustment shall be fully documented with a justification, and submitted to the Hamilton County Procurement Department at least ninety (90) days prior to the contract anniversary date.

**Note that these are automatic renewals.** It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term. The successful proposer(s) will be required to enter into a contract with Hamilton County to satisfy the requirements of this bid. Either party may terminate this agreement with a ninety (90) day written notice.

#### VIII. MINIMUM LIMITS OF INSURANCE

The contractor shall provide written confirmation of the following minimum limits of insurance and enclose a sample Certificate of Insurance demonstrating that they have this coverage:

- A. *Commercial General Liability Insurance*: \$2,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - i. Premise/Operations
  - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - iii. Products/Completed Operations
  - iv. Contractual
  - v. Independent Contractors
  - vi. Broad Form Property Coverage
  - vii. Personal Injury
- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
  - i. Owned/Leased Autos
  - ii. Non-owned Autos

iii. Hired Autos

- C. *Workers' Compensation and Employers' Liability*: Workers' Compensation statutory limits as required by Tennessee as applicable to the operations of the proposer(s). This policy should include Employers' Liability coverage for \$1,000,000 per incident.

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

**For listing purposes as to the additional insured use the following:**

Hamilton County, TN  
Attn: Procurement Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary.

**IX. BID SUBMISSION REQUIREMENTS**

In order for your submission to be considered eligible, you must do the following:

- A. The proposer must complete and deliver **one (1) original copy** of its bid response document in a sealed envelope **before 10:00 AM (ET) on Thursday, February 29, 2024** to the Hamilton County Procurement Department at the address specified below. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Procurement Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

**DELIVERY ADDRESS**

***Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than Procurement does not constitute receipt of a bid by the Procurement Department. All proposals must be received in the Procurement Department by the specified deadline.***

Stacey Lewis, Senior Buyer  
**Bid # 0224-047: Metal Culvert** {insert your company name here}  
Hamilton County Procurement Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

- B. The outside of the envelope/package containing the bid should be clearly marked with the following statement: **"Bid # 0224-047: Metal Culvert"** Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.
- C. The bid response **MUST** include a hard copy of the attached BID SUBMISSION FORM (pages 5-7). All prices must be displayed on a unit price basis.



- D. All requested information must be provided. See BID SUBMISSION FORM for additional documents required with bid submission.
- E. No fax or email bid responses will be accepted.
- F. A signed copy of the Certificate of Compliance must be attached (page 8).
- G. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind Form (page 9).

**X. HAMILTON COUNTY, TN GENERAL PROCUREMENT TERMS AND CONDITIONS**

Standard Procurement Terms and Conditions are attached.

**XI. CONTACTS**

Questions concerning product specifications should be directed to:

Brandon Mauracher, Director – Hamilton County Highway Department, at  
[BrandonM@hamiltontn.gov](mailto:BrandonM@hamiltontn.gov) or (423) 209-5074.

Questions concerning bid procedures should be directed to:

Stacey Lewis, Senior Buyer – Hamilton County Procurement Department, at  
[BidQuestions@HamiltonTN.gov](mailto:BidQuestions@HamiltonTN.gov) or (423) 209-6350.

**XII. APPROVED FOR RELEASE**

Approved for release by Jerald Carpenter, Director – Hamilton County Procurement & Fleet Management.

## **BID SUBMISSION FORM**

Please respond to Sections A – E as instructed below.

### **A. ACKNOWLEDGEMENT OF BID SPECIFICATIONS**

Please indicate your response below to each listed section of requirements as outlined in the bid specifications by placing an “X” in either the “AGREE & COMPLY” or “EXCEPTION NOTED” column. For any “EXCEPTION NOTED” response, please explain using the “DETAILS” column – attach additional pages or provide supplemental materials as needed to fully explain the exception.

SECTION	AGREE & COMPLY	EXCEPTION NOTED	DETAILS
I. STATEMENT OF INTENT			
II. INSTRUCTION TO VENDORS			
III. DELIVERY REQUIREMENTS			
IV. SHIPPING			
V. PAYMENT			
VI. AWARD OF BID			
VII. CONTRACT TERMS			
VIII. MINIMUM LIMITS OF INSURANCE			
IX. BID SUBMISSION REQUIREMENTS			
X. GENERAL PROCUREMENT TERMS AND CONDITIONS			

### **B. PRICING FORM**

Please submit pricing below based upon all above listed specifications. All pricing submitted shall use linear foot as unit of measure, and must be a final price including delivery. List any additional information, including exceptions, for each item. If there is no additional information please list “N/A”.

Item #	Item Description:	Unit of Measure:	Unit Price: (Delivered)	Additional Information:
<b>Corrugated Steel Pipe - Arch</b>				
1	15" Arch 17" x 13" 16 gauge	Linear Foot		
2	18" Arch 21" x 15" 16 gauge	Linear Foot		
3	21" Arch 24" x 18" 16 gauge	Linear Foot		
4	24" Arch 28" x 20" 14 gauge	Linear Foot		
5	30" Arch 35" x 24" 14 gauge	Linear Foot		
6	36" Arch 42" x 29" 12 gauge	Linear Foot		
7	42" Arch 49" x 33" 12 gauge	Linear Foot		
8	48" Arch 57" x 38" 12 gauge	Linear Foot		
9	54" (5"x1") 60" x 46" 14 gauge	Linear Foot		
10	60" (5"x1") 66" x 51" 14 gauge	Linear Foot		
11	72" (5"x1") 81" x 59" 14 gauge	Linear Foot		

BID SUBMISSION FORM CONTINUED ON NEXT PAGE

Bid # 0224-047: Metal Culvert  
Hamilton County, TN

Item #	Item Description:	Unit of Measure:	Unit Price: (Delivered)	Additional Information:
<b>Corrugated Steel Pipe</b>				
12	12" 16 gauge	Linear Foot		
13	15" 16 gauge	Linear Foot		
14	18" 16 gauge	Linear Foot		
15	21" 16 gauge	Linear Foot		
16	24" 16 gauge	Linear Foot		
17	30" 16 gauge	Linear Foot		
18	36" 16 gauge	Linear Foot		
19	42" 14 gauge	Linear Foot		
20	48" 14 gauge	Linear Foot		
21	54" (5"x1") 14 gauge	Linear Foot		
22	60" (5"x1") 14 gauge	Linear Foot		
23	72" (5"x1") 14 gauge	Linear Foot		

**C. DOCUMENTATION REQUIRED WITH BID SUBMISSION**

Mark each required document listed below as included with your bid submission packet.

INCLUDED	DESCRIPTION OF DOCUMENTATION REQUIRED
	Sample Certificate of Insurance (see VIII. MINIMUM LIMITS OF INSURANCE)
	Original hard copy BID SUBMISSION FORM
	Signed copy of Certificate of Compliance
	Authorization to Bind signed by an authorized contracting agent for your company

**D. EXCEPTIONS**

List any additional exceptions below not indicated elsewhere in the bid submission – identify section number for each exception listed. Attach additional pages as necessary. If none, list "N/A".

SECTION	EXCEPTION DETAILS

BID SUBMISSION FORM CONTINUED ON NEXT PAGE

E. VENDOR INFORMATION

Complete each item below. The County will issue purchase orders and payments for the successful Contractor using the name exactly as it appears in the bid submission. Therefore, it is absolutely necessary that the Contractor submit the bid using the correct and complete legal name.

Vendor Information		
Company Name		
Company Address		
Bid Submitted By		(print)
		(title)
		(signature)
Email		
Phone		
Fax		
Delivery (days after receipt of order)		
Payment terms		
Contact to place orders	Name:	
	Email:	
	Phone:	
Billing contact	Name:	
	Email:	
	Phone:	

## CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. that to the best of its knowledge and belief the proposer/bidder certifies that neither it nor its principals are presently debarred, suspended, proposed from disbarment, declared ineligible or voluntarily exclude from participation in this transaction by any federal department of agency;
6. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax;
8. Hamilton County's Disadvantaged Business Enterprise guidelines;
9. the Drug Free Workplace statement;
10. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
11. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this RFP.
12. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.

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

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

Date: \_\_\_\_\_

## AUTHORIZATION TO BIND

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

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

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

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

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

\_\_\_\_\_  
Taxpayer Identification Number

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

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

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

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

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

*Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.*

1. **ACCEPTANCE:** All terms and conditions in the solicitation 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 or 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 a solicitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new submission deadline will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the solicitation.
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 solicitation specifications, regardless of method of delivery. The time clock in the Procurement and Fleet Management 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 solicitation. 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 submission 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 submission deadline, unless otherwise indicated in the solicitation specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
- 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 any solicitation become the property of Hamilton County.
- Bids/Proposals submitted via e-mail or facsimile machine are unacceptable unless expressly stated in the solicitation specifications.
- 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. DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
- 17. CODE OF ETHICS:** Hamilton County, through its Procurement 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.
- 18. 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.
- 19. 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 the submission being deemed non-responsive and disqualified.
- 20. 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 Procurement and Fleet Management Director.



**21. 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.*

**22. 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 Hamilton County's Disadvantaged Business Program please contact:

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

**23. 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.

**24. EXCEPTIONS:** Bidders taking exceptions to any part or section of the solicitation shall clearly indicate such exceptions in the submission. 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 solicitation specifications and these General Terms and Conditions.

**25. 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 solicitation, and agrees to defend, at his own expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.

**26. IRAN DIVESTMENT ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.

**27. 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.*

**28. NON-BOYCOTT OF ISRAEL ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-1 and will not during the term of any award.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. PAYMENT TERMS:** Hamilton County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the solicitation specifications.
- 33. PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of the solicitation has been completed. All public records pertaining to purchasing shall be open for inspection during normal business hours as scheduled in advance with the Procurement and Fleet Management Department.
- 34. PROTEST OF AWARD:** Any vendor who has submitted a timely submission in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to the County's Director of Procurement and Fleet Management. Any protest must be submitted in writing and be in the possession of the Procurement and Fleet Management Department before noon (ET) of the 2nd working day following the public recommendation of contract award.
- FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**
- 35. 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, insurance, and financial resources to provide the service or goods specified.
- 36. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement and Fleet Management 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 Procurement and Fleet Management Department *not less than seventy-two hours* prior to the time set for bid/RFP opening. These requirements also apply to specifications that are perceived to be ambiguous.
- 37. SAMPLES:** Samples of products, 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*.
- 38. SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.

39. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
40. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your submission.
41. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity.
42. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation documents. Said termination shall not be deemed a Breach of Contract.
43. **TERMINATION DUE TO NON-APPROPRIATION:** Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
44. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Hamilton County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that Hamilton County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
45. **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 County 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.
46. **TERMS AND CONDITIONS:** In the event of a conflict between the solicitation specifications and these terms and conditions, the specifications will govern.
47. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Hamilton County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
48. **WARRANTIES:** All warranty information must be furnished.
49. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when deemed in the best interest of Hamilton County, at the sole discretion 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 SOLICITATIONS.**

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mall commerce

Recruit Matching Vendors

Recruit vendors with matching products and services. Select vendors below and clicking the RECRUIT button to send them a request.

Sealed Solicitation Details

Notify

Submissions

Analytics

Solicitations / Recruit

Search

SELECTED

SEARCH

BUSINESS NAME

MILES

150

ZIP CODE

37404

SEARCH

Refine

VENDORS

DISTANCE

MILES

150

ZIP CODE

37404

CERTIFICATION

☐ DBE CERTIFIED (13)

☐ OTHER (4)

☐ SBA 8(A) (4)

☐ HUBZONE CERTIFIED (3)

DIVERSITY

☐ NONE (80)

☐ MINORITY OWNED (23)

☐ WOSB (WOMAN OWNED SMALL BUSINESS) (23)

☐ EDWOSB (ECONOMICALLY DISADVANTAGE WOMEN OWNED SMALL BUSINESS) (9)

more

SUBMIT SEARCH

☐ NONE (182)

Success

130 vendors have been notified. You can access your recruit history in the analytics tab.

OK

Based on your overall experience, how likely are you to recommend vendor registry to a friend or colleague?

1/5

https://vrapp.vendorregistry.com/Bids/Manager/RecruitVendors?bidid=2d7ec082-c399-4f41-9930-893d43187e67&buyerId=af2b9f95-ac2f-48de-9765-... 1/5

Based on your overall experience, how likely are you to recommend vendor registry to a friend or colleague?

012345678910

Not likely at allExtremely likely

Next

OK

COUNTRY

☐ UNITED STATES OF AMERICA (199)

STATE / PROVINCE

- ☐ TN (114)
- ☐ GA (67)
- ☐ AL (14)
- ☐ NC (2)

more ▼

COUNTY

- ☐ DAVIDSON COUNTY (18)
- ☐ HAMILTON COUNTY (16)
- ☐ KNOX COUNTY (15)
- ☐ GWINNETT COUNTY (9)

more ▼

CITY

- ☐ NASHVILLE (16)
- ☐ CHATTANOOGA (15)
- ☐ KNOXVILLE (15)
- ☐ ATLANTA (7)

more ▼

SELECT VENDORS FOR RECRUITMENT

RECRUIT SELECTED VENDORS

Showing results 151-199 of 199

<input checked="" type="checkbox"/>									
<input checked="" type="checkbox"/>	southeast culvert, inc	Mark Mccord	mark@southeastculvert.com	winder	Barrow County	GA		None	
<input checked="" type="checkbox"/>	Southeastern Construction Concepts Corporation	Elizabeth Jackson	tnpropertygal@gmail.com	Knoxville	Knox County	TN	DBE (Disadvantaged Business Enterprise) EDWOSB (Economically Disadvantage Women Owned Small Business) SBE (Small Business Enterprise) WBE (Women Business Enterprise) WOSB (Woman Owned Small Business)	None	

Based on your overall experience, how likely are you to recommend vendor registry to a friend or colleague?



0

1

2

3

4

5

6

7

8

9

10

Not likely at all

Extremely likely

<input checked="" type="checkbox"/>	SpaBar, LLC	ARNECIA CURTIS	mypsabar@gmail.com	FAYETTEVILLE	Fayette County	GA	WOSB (Woman Owned Small Business)	Black	
<input checked="" type="checkbox"/>	Specialty Concrete	John Clark	specialtyconcreteproducts@yahoo.com	Lithia Springs	Douglas County	GA		None	
<input checked="" type="checkbox"/>	STEEL PLATE FABRICATORS	Missy Mcmillan	mmcmillan@steelplatefab.com	knoxville	Knox County	TN	None	None	
<input checked="" type="checkbox"/>	Structural Resources Inc.	Cole Tucker	structuralresources@gmail.com	Athens	Clarke County	GA		None	
<input checked="" type="checkbox"/>	superior drainage products, inc.	Tommy Burnette	tburnettejr@superiortn.com	knoxville	Knox County	TN		None	
<input checked="" type="checkbox"/>	Superior Drainage Products, Inc.	Kathy Burnette	email@superiortn.com	Knoxville	Knox County	TN		None	
<input checked="" type="checkbox"/>	TENNESSEE VALLEY READY MIX, LLC	Jennifer Williams	tnvalleyreadymixllc@gmail.com	Tullahoma	Coffee County	TN		None	
<input checked="" type="checkbox"/>	The Blalock Companies	Kevin Alley	kalley@blalockconstruction.com	Sevierville	Sevier County	TN	None	None	
<input checked="" type="checkbox"/>	The Feed Store	Michael Ingram	mdingram47@volfirst.net	Crossville	Cumberland County	TN		None	
<input checked="" type="checkbox"/>	THE M. MITCHELL GROUP LLC	Marcus Mitchell	bids.themitchellgroup@gmail.com	CARROLLTON	Carroll County	GA		Black	
<input checked="" type="checkbox"/>	Tidwell Construction Company	Thomas Tidwell	tidwellthomase@gmail.com	Douglasville	Douglas County	GA	None	None	
<input checked="" type="checkbox"/>	TLC Contracting	Brandy Crane	brandy@tlcgeorgia.com	Hampton	Spalding County	GA	WOSB (Woman Owned Small Business)	None	
<input checked="" type="checkbox"/>	TN Valley Ready Mix, LLC	TN Valley Ready Mix, LLC Stines	tnvalleyreadymix@bellsouth.net	Tullahoma	Franklin County	TN		None	
<input checked="" type="checkbox"/>	Triad Metals	Greg Cashio	greg.cashio@triadmetals.com	Birmingham	Jefferson County	AL	None	None	
<input checked="" type="checkbox"/>	TRIPLES CONTRACTING, INC.	Janet Stephens	janet@triplescontracting.com	Clarksville	Montgomery County	TN		None	
<input checked="" type="checkbox"/>	Truette Construction Inc.	John Chunn	truette@truetteconstruction.com	Lewisburg	Marshall County	TN		None	
<input checked="" type="checkbox"/>	Tugaloo House Movers	Heather Costin	heather@tugaloohousemovers.com	Hartwell	Hart County	GA	Minority Owned WOSB (Woman Owned Small Business)	None	
<input checked="" type="checkbox"/>		Neil Brock	nbrock@twinkenterprises.net	Andersonville	Anderson County	TN	EDWOSB (Economically Disadvantage Women Owned Small Business) WOSB (Woman Owned Small Business)	None	

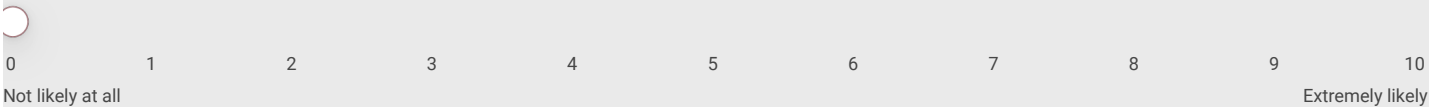
Based on your overall experience, how likely are you to recommend vendor registry to a friend or colleague?

0 1 2 3 4 5 6 7 8 9 10

Not likely at all Extremely likely

<input checked="" type="checkbox"/>	urban voice	Jermaine Harper								
<input checked="" type="checkbox"/>	Valley Farmers Cooperative	Brandon Houston	bhouston@vfcoop.com	Harriman	Roane County	TN		None		
<input checked="" type="checkbox"/>	VanHooseCo Mechanical & Millwrights LLC	Tyler Tidwell	ttidwell@vanhooseco.com	Loudon	Loudon County	TN	None	None		
<input checked="" type="checkbox"/>	VANHOOSECO PRECAST	DOUGLAS MORGAN	ddillmorgan@vanhooseco.com	Loudon	Loudon County	TN	None	None		
<input checked="" type="checkbox"/>	VanHooseCo Precast	Doug Dill	ddill@vanhooseco.com	Loudon	Loudon County	TN		None		
<input checked="" type="checkbox"/>	Voss Properties & Land Management	Parker Voss	pvooslm@gmail.com	Decatur	Morgan County	AL	None	None		
<input checked="" type="checkbox"/>	Walker Building Group, LLC	Walker Bloodworth	wbloodworth@walkerbuildinggroup.com	NASHVILLE	Davidson County	TN	None	None		
<input checked="" type="checkbox"/>	Wallace Distribution	Carl Ehler	carl.ehler@wallacedist.com	Morristown	Hamblen County	TN	None	None		
<input checked="" type="checkbox"/>	WALTER A WOOD SUPPLY COMPANY	Alvis Carr	alvis.carr@WALTERWOOD.COM	CHATTANOOGA	Hamilton County	TN	None	None		
<input checked="" type="checkbox"/>	Watkins Monument Company	Jake Watkins	jakewatkins12@gmail.com	Cartersville	Bartow County	GA	None	None		
<input checked="" type="checkbox"/>	Watson Trucking Inc	Jody Watson	watsontruckingathensga@yahoo.com	athens	Clarke County	GA		None		
<input checked="" type="checkbox"/>	Wayne Davis Concrete	Angie Boatwright	abowright@waynedavisconcrete.com	Tallapoosa	Haralson County	GA	None	None		
<input checked="" type="checkbox"/>	Wells & Wells LLC	Micah Hammonds	mhammonds@cableone.net	Anniston	Calhoun County	AL	None	None		
<input checked="" type="checkbox"/>	Wells Septic & Precast	Julie Wells	2jwells2@bellsouth.net	Griffin	Spalding County	GA	WOSB (Woman Owned Small Business)	none		
<input checked="" type="checkbox"/>	Wells Septic Tank, Inc.	Chris Wells	wellsseptic@aol.com	pell city	St. Clair County	AL	None	None		
<input checked="" type="checkbox"/>	West Cobb Contractors	Jarrod Gasset	westcobbwaste@gmail.com	Powder Springs	Cobb County	GA	None	None		
<input checked="" type="checkbox"/>	Whaley & Sons, Inc.	Billy Evans	bevans@whaleyandsons.com	Kodak	Sevier County	TN	None	None		
<input checked="" type="checkbox"/>	White House Mulch & More	Chuck Ozanne	ozannetrucking@gmail.com	White House	Robertson County	TX	None	None		
		David Moore	david.moore@wsginc.com	Chattanooga	Hamilton County	TN	None	None		
<input checked="" type="checkbox"/>	WILLIAMSON PIPE CO.,LLC	KEN HUFF	wpc1684@aol.com	Franklin	Williamson County	TN		None		

Based on your overall experience, how likely are you to recommend vendor registry to a friend or colleague?



<input checked="" type="checkbox"/>	Wilson Construction Management	Daniel Miller	<div>OK</div>					None	
<input checked="" type="checkbox"/>	Windamir Development Inc.	John Winnenberg	jwinnenberg@windamir.com	McDonough	Henry County	GA	None	None	



**Please run the attached ad on Friday, February 16, 2024**

**LEGAL NOTICE**

Hamilton County, Tennessee is soliciting sealed bids for contract unit pricing for various materials regularly used by the Highway Department. Bids are due prior to the below listed times (ET) on Thursday, February 29, 2024, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at [www.hamiltontn.gov/Department\\_Procurement.aspx](http://www.hamiltontn.gov/Department_Procurement.aspx) or at (423) 209-6350.

9:00 A.M. – HP Storm Pipe  
10:00 A.M. – Metal Culvert

Jerald Carpenter  
Director of Procurement & Fleet Management

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9:00 A.M. – HP Storm Pipe  
10:00 A.M. – Metal Culvert

Jerald Carpenter  
Director of Procurement & Fleet Management  
Feb. 16, 2024

Br700210



## Hamilton County Board of Commissioners RESOLUTION

No. 424-29

A RESOLUTION TO AMEND RESOLUTION 1123-26 TO REQUEST AUTHORITY TO APPLY FOR AN APPALACHIAN REGIONAL COMMISSION (ARC) GRANT IN AN AMOUNT OF \$697,340.00 REQUIRING A MATCH OF 100% OF THE TOTAL ASK AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Hamilton County seeks to further the development of a potential future industrial site at McDonald Farm;

WHEREAS, the County will require improved transportation access at US Highway 27 and Coulterville Road;

WHEREAS, adequate transportation access is a fundamental element of development for facility use;

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

Gives Hamilton County the ability to amend Resolution 1123-26 to request authority to apply for an APPALACHIAN REGIONAL COMMISSION Grant in an amount of \$697,340.00 and fulfill a required match of 100% of the total ask;

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

### CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

April 17, 2024

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-30

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Signal Forest Drive**

**WHEREAS,** Resolution No. 313-10 dated March 6, 2013 shows the mileage of Signal Forest Drive as being 0.45 miles being described as leading from Corral Road southeast to a temporary turnaround; and,

**WHEREAS,** A new extension of Signal Forest Drive was constructed leading from the existing Signal Forest Drive southwest 0.22 miles to a turnaround, and being in the 3rd Civil District, the 2<sup>nd</sup> County Commission District, in The Sanctuary at Signal Forest on State Tax Map Number 80, has a 50 ft. right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Higgins Construction and Lofty Paving for the developer Pratt & Associates LLC, and;

**WHEREAS,** Signal Forest Drive leads from Corral Road southeast 0.67 miles to a turnaround, and;

**WHEREAS,** the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **25 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.

3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

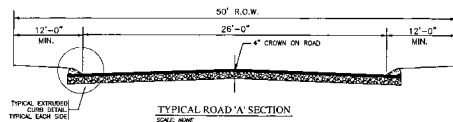
Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024

Date



PIPE CHART

PIPE NO.	SIZE	AC. DRAINAGE
P1	12" HP	0.12
P2	18" HP	0.12
P3	18" HP	0.12
P4	18" HP	0.2
P5	24" HP	0.7
P6	18" HP	0.1
P7	24" HP	0.7
P8	24" HP	0.8

#### CERTIFICATE OF ENGINEER

I certify that I have reviewed or designed the sanitary sewers and drainage pipes larger than 42" as shown on this P.U.D. plan and the design meets proper engineering practice.

Jay Floyd  
Jay Floyd (Engineer) - Seal  
1410 Covert St.  
Chattanooga, TN 37408  
(423) 490-9400



#### Notes:

- Present zoning classification R-1.
- Area subdivided by this plat is 13.14 acres.
- This plat subdivides property described in D.B. 12957 PG. 240.
- This subdivision has been developed according to the Subdivision Regulations of Hamilton County.
- Local government does not certify that utilities or utility connections are available.
- Tox Map Number part of Map 080, Parcel 057.
- Plat subject to any Right-Of-Ways, easements or restrictions that may exist.
- No pools without prior written approval from the Hamilton County Division of Groundwater Protection.
- All notes regarding the subsurface sewage disposal system easement will become null and void if the structure is ever connected to a public sanitary sewer system.
- The owner/developer is to install all drainage structures and improved easements as shown. The maintenance of drainage easements is the responsibility of the property owner on not the local government.
- Minimum 10' field line setback from all drainage easements shown.
- Lot 1 is approved for a maximum number of 1 bedroom.
- Lot 42 is approved for a maximum number of 3 bedrooms.
- Lots 4, 8, 40, 41, 44, 45, 47 are approved for a maximum number of 4 bedrooms.
- Lots 42, 46, 48-51 are approved for a maximum number of 5 bedrooms.
- All lots are designed for LPP as primary and backup septic systems.
- Hatched area is a subsurface sewage disposal system and duplication area easement. Any cutting, filling or construction within ten (10) feet of this area, twenty-five (25) feet for a basement cut, without prior written approval from the Hamilton County Div. of Groundwater Protection and recording of a corrective plat may render this plat unenforceable.
- Hamilton County Groundwater Protection requires that the SSDS easement be field located by a surveyor prior to SSDS permit issuance if we are unable to verify compliance during our site visit.
- This property is not located in a 100 year flood hazard as per FEMA map 47065C0205G dated 2-03-18.
- Lots 54 is a community lot and drainage easements. No building permits will be issued for a residential, commercial or industrial building for these lots. Community lots 54 is to be used for recreational, open space, or drainage related facilities only.
- Maintenance of lots 54 to be assumed by developer until the lots are deeded to the home owners or home owners association.
- Proposed use of lots are single family detached homes.
- Hamilton County is not responsible for the construction or maintenance of any private access easement, or any structure or facility located on any of the community lots. These are to be privately maintained to the standards of the Hamilton County Water Quality Program Rules and regulations.
- ① = lot number
- Land Disturbance is prohibited in stream buffer no clearing, grading, grubbing or tree removal allowed without approval from Hamilton County Water Quality Program.
- Boundary and Topographic information provided by Ragan Smith Engineering dated June 3, 2021 Job No. 21-0090.
- Water Quality Easements and other drainage related facilities installed by the developer can not be filled, altered, or changed in any way without permission from the Hamilton County Water Quality Program.
- The Hamilton County Water Quality Program reserves the right at anytime to access Water Quality Easements to inspect areas and facilities.
- The Hamilton County Water Quality Program rules & Regulations shall apply to any discharge of stormwater from this subdivision.
- Water supply by Warden's Ridge Utility District. All water mains are 8" D.I.P per WRUD requirements.
- The owners of all lots are responsible to maintain water quality easements to the standards of the Hamilton County Water Quality program rules & regulations.
- There is a 5' drainage easement along all side and rear property lines unless otherwise shown.
- Covered mail kiosk and entrance sign may be constructed on community lot 54.
- P&C Emt. = Power & Communication Easement.
- \*Address based on access to road.
- Final plat approval on 9/12/22 by Chattanooga-Hamilton County Planning Commission.

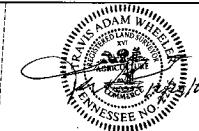
**CORNERSTONE SURVEYING, LLC**  
P.O. Box 25  
OOLTEWAH, TN 37363  
(423) 238-4692

**Certificate of Ownership**  
I certify that I am the owner in fee simple of the property shown, adopt this as my plan of subdivision development, I dedicate the road right-of-way as shown to the public use forever and certify that there are no encumbrances on the property dedicated.

Paul & Associates LLC  
1704 Dayton Hwy  
CHATTANOOGA, TN 37409  
(423) 267-9917

JOB NO.: 38-21  
DATE: 12/29/22

Scale: 1" = 100'  
0' 100' 200' 300'



I hereby certify that this is a Category I survey and that the ratio of precision for the unadjusted survey is greater than 1:10,000 as shown herein and was done in compliance with current Tennessee minimum standards. This plat is true and correct to the best of my knowledge and belief and was prepared by me or under my supervision from an actual field survey.

Travis A. Whelan TN RLS/22285 Date 1/24/23

TIMOTHY & JOSSELYN NIELSEN  
LOT 9  
PLAT BOOK 29 PG. 48 DEED  
BOOK 11025 PG. 68

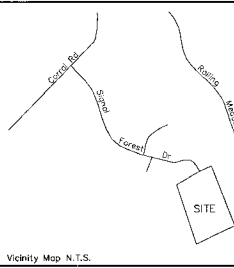
APPROVED FOR RECORDING  
HAMILTON COUNTY GEOSPATIAL TECHNOLOGIES  
DATE 1-20-23  
BY: [Signature]  
HAMILTON COUNTY DIVISION OF GROUNDWATER PROTECTION  
DATE 1-20-23  
BY: [Signature]  
HAMILTON CO. WATER QUALITY  
DATE 1-20-23  
BY: [Signature]  
JURISDICTIONAL AUTHORITY  
DATE 1-20-23  
BY: [Signature]  
CHATTAHOOGA CITY REGIONAL PLANNING COMMISSION  
DATE 1-20-23  
BY: [Signature]  
HAMILTON CO. EMERGENCY MANAGEMENT SERVICES  
DATE 1-20-23  
BY: [Signature]

RECORDED PLAT DOES NOT  
TRANSFER PROPERTY OWNERSHIP  
DEED MUST BE RECORDED

Stamp: P3 127 / 55  
Recorded by: 20230202001010  
1/24/23 1:14 PM  
Recorded by: 20230202001010  
1/24/23 1:14 PM  
PLAT LARUE  
DATE: 20230202001010  
5/1/23  
MARC GRANT

DARRELL & MARY GAMBLE  
LOT 13  
PLAT BOOK 46 PG. 190  
DEED BOOK 4102 PG. 735

TOM JR. & RACHEL TEAS  
DEED BOOK 8900 PG. 793



LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TA	ADJACENT	DEVELOP	C.SVC
1	N 76°24'42" E	28.06	C1	150.00	439.83	411.45	S 69°17'17" W	72.0003	754.49	14.2711	
2	S 75°20'00" E	60.63	C2	100.00	26.84	56.88	S 25°21'17" W	59.1403	79.71	57.7725	
3	S 61°29'03" E	56.11	C3	425.00	425.16	431.15	S 124°30'24" E	625.737	220.16	378.53	
4	N 39°00'41" E	56.11	C4	275.00	113.68	114.31	N 65°36'00" E	113.68	68.70	202.05	
5	S 44°18'41" E	58.54	C5	100.00	5.11	56.34	N 62°03'00" E	12.4354	29.36	57.7725	
6	S 69°34'54" E	58.50	C6	375.00	58.18	59.40	S 68°11'18" E	115.0003	49.71	516.44	
7	S 44°18'41" E	101.09	C7	375.00	86.56	86.74	S 65°36'00" W	13.1617	43.51	118.44	
8	S 34°49'55" W	85.81	C8	375.00	89.27	86.81	S 183°10'30" W	13.3605	44.72	516.44	
9	N 13°51'16" E	14.21	C9	175.00	39.99	39.71	S 72°00'00" W	11.1403	44.72	516.44	
10	S 37°50'00" E	41.41	C10	375.00	41.43	41.41	S 42°31'00" W	619.51	20.74	516.44	
11	S 37°50'00" E	66.17	C11	375.00	66.26	66.17	S 21°30'00" E	106.774	33.22	516.44	
12	S 46°01'00" E	68.38	C12	460.00	60.42	68.38	S 60°11'00" W	965.0001	13.09	516.44	
13	S 45°00'00" E	55.83	C13	450.00	55.83	55.82	S 47°01'49" E	473.46	17.83	516.44	
14	S 45°00'00" E	182.38	C14	450.00	183.45	182.38	S 28°03'27" W	232.300	93.17	516.44	
15	S 13°00'00" E	41.08	C15	1300.00	41.08	41.08	S 84°00'00" E	84.0000	13.88	516.44	
16	S 13°00'00" E	12.95	C16	75.00	12.95	12.94	N 58°11'55" E	25.0105	16.64	75.240	
17	S 13°00'00" E	13.90	C17	75.00	13.90	13.90	S 60°00'00" E	60.0000	7.80	75.240	
18	S 13°00'00" E	14.00	C18	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
19	S 13°00'00" E	14.00	C19	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
20	S 13°00'00" E	14.00	C20	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
21	S 13°00'00" E	14.00	C21	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
22	S 13°00'00" E	14.00	C22	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
23	S 13°00'00" E	14.00	C23	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
24	S 13°00'00" E	14.00	C24	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
25	S 13°00'00" E	14.00	C25	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
26	S 13°00'00" E	14.00	C26	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
27	S 13°00'00" E	14.00	C27	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
28	S 13°00'00" E	14.00	C28	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
29	S 13°00'00" E	14.00	C29	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
30	S 13°00'00" E	14.00	C30	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
31	S 13°00'00" E	14.00	C31	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
32	S 13°00'00" E	14.00	C32	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
33	S 13°00'00" E	14.00	C33	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
34	S 13°00'00" E	14.00	C34	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
35	S 13°00'00" E	14.00	C35	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
36	S 13°00'00" E	14.00	C36	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
37	S 13°00'00" E	14.00	C37	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
38	S 13°00'00" E	14.00	C38	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
39	S 13°00'00" E	14.00	C39	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
40	S 13°00'00" E	14.00	C40	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
41	S 13°00'00" E	14.00	C41	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
42	S 13°00'00" E	14.00	C42	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
43	S 13°00'00" E	14.00	C43	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
44	S 13°00'00" E	14.00	C44	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
45	S 13°00'00" E	14.00	C45	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
46	S 13°00'00" E	14.00	C46	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	
47	S 13°00'00" E	14.00	C47	75.00	14.00	14.00	S 60°00'00" E	60.0000	7.80	75.240	

(FUTURE DEVELOPMENT)  
REMAINING 31.88 AC.  
D.B. 12957/240

EUGENE & SUE HARTSHORN  
LOT 6 PG. 13  
PLAT BOOK 42 PG. 685

NEAL & LAURA SITES  
LOT 3  
PLAT BOOK 34 PG. 24  
DEED BOOK 5363 PG. 381

CARL & SUSAN BRYANT  
LOT 8  
PLAT BOOK 29 PG. 48  
DEED BOOK 5488 PG. 703

**FINAL PLAT**  
Lots 1, 4-8, 40-51, 54  
The Sanctuary Phase I  
at Signal Forest S/D  
Hamilton County, Tennessee



## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-31

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Seasons Drive.**

**WHEREAS,** due to oversight, missing, or incomplete records of the Road Commission, said road does not have a recorded resolution on file;

**WHEREAS,** A new extension of Seasons Drive was constructed leading from the existing Seasons Drive southeast 0.01 miles to a turnaround, and being in the 2<sup>nd</sup> Civil District, the 7<sup>th</sup> County Commission District, in Rolling Ridge Subdivision on State Tax Map Number 160, has a 50 ft. right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Evan S. Wrinkle Construction Company and Caldwell Paving & Grading Co. LLC, for the developer Charles Grant, and;

**WHEREAS,** During the remeasuring of the existing roadway, it was found to be 0.35 miles.

**WHEREAS,** Seasons Drive leads from Rolling Ridge Dr southeast 0.36 miles to a turnaround, and;

**WHEREAS,** the above-named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above-named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **25 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024  
Date



"I HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND CERTIFY THAT THE RIGHTS-OF-WAY ARE DEDICATED TO THE PUBLIC USE FOREVER. I ALSO CERTIFY THAT THERE ARE NO ENCUMBRANCES ON THE PROPERTY TO BE DEDICATED AND THAT I AM OWNER OF THE PROPERTY SHOWN IN FEE SIMPLE".

*Tillman W. Grant*  
TILLMAN W. GRANT  
9417 SEASONS DRIVE  
CHATTANOOGA TN 37421  
423-316-9724

"I HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND CERTIFY THAT THE RIGHTS-OF-WAY ARE DEDICATED TO THE PUBLIC USE FOREVER. I ALSO CERTIFY THAT THERE ARE NO ENCUMBRANCES ON THE PROPERTY TO BE DEDICATED AND THAT I AM OWNER OF THE PROPERTY SHOWN IN FEE SIMPLE".

Pamela Jo Smith Grant & Charles Edward Grant  
PAMELA JO SMITH GRANT & CHARLES EDWARD GRANT  
9417 SEASONS DRIVE  
CHATTANOOGA TN 37421  
423-315-9724

I HEREBY CERTIFY THAT THIS PLAT OR MAP REPRESENTS A CATEGORY 1 SURVEY WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY BEING ONE FOOT IN 21,683 FEET AND THAT SAID SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE STATE OF TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYING AS OF MARCH 12, 2011.

JEFF C. DAWSON, PLS (TN REG. NO. 2330) DATE

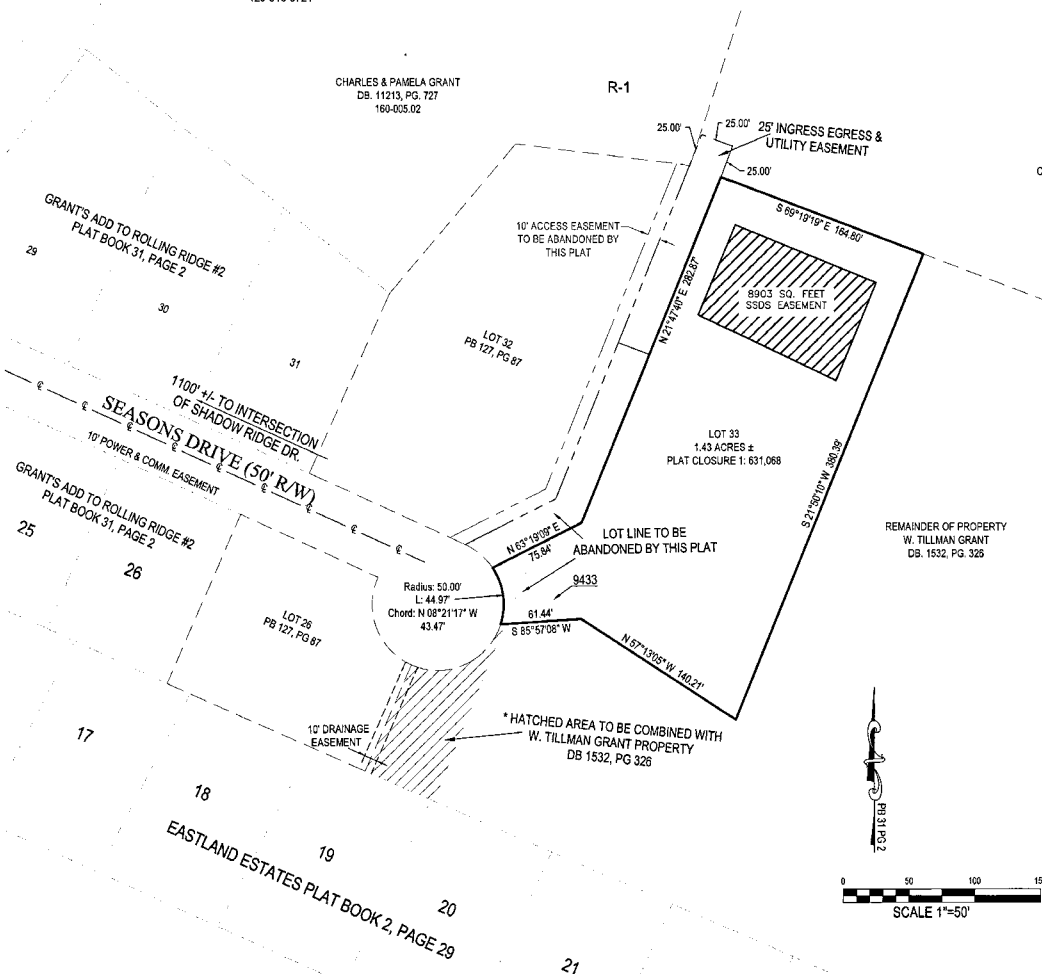


APPROVED FOR RECORDING  
HAMILTON COUNTY GEOGRAPHIC TECHNOLOGY  
DATE 11-8-2023  
BY Andrzej Jurek  
HAMILTON COUNTY  
GROUNDWATER PROTECTION  
DATE 11-8-2023  
BY Andrzej Jurek  
JURISDICTIONAL AUTHORITY  
DATE 11-8-2023  
BY Andrzej Jurek  
CHATTAHAM COUNTY REGIONAL  
PLANNING COMMISSION  
DATE 11-8-2023  
BY Andrzej Jurek  
HAMILTON COUNTY WATER QUALITY  
DATE 11-8-2023  
BY Andrzej Jurek

Doc# 19 P3 129 / 19  
Inch# 20231119000658  
1 Page PLAI-LARGE  
Recorded by TS on 11/19/2023 at 12:40 AM  
PLAI-LARGE \$5.00  
DATA/PROCESSING FEE 2.00  
  
TOTAL FEE \$7.00  
Site of Interest: Northman County MARC GRANT






RECORDED PLAT DOES NOT  
TRANSFER PROPERTY OWNERSHIP  
DEED MUST BE RECORDED

- 2) PRESENT ZONING IS R-1
- 3) TOTAL AREA OF PROPERTY SHOWN: LOT 33 1.43 ACRES ±
- 4) SUBJECT PROPERTY: TAX PARCEL NO. 1909.005.02, 1909.005.06, AND 172.040
- 5) THIS PLAN PROVIDES THE PROPERTY DESCRIBED IN DEED BOOK 11213, PAGE 72.
- 6) THE PURPOSE OF THIS PLAN IS TO DIVIDE THE DESCRIBED PROPERTY AND CREATE LOT 35
- 7) BASIS FOR ALL BEARINGS: PLAT BOOK 127, PAGE 87
- 8) ALL CORNERS ARE A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP LABELED "NILES SURVEYING" SET UNLESS OTHERWISE NOTED.
- 9) THIS PROPERTY IS NOT SUBJECT THE 1% CHANCE SPECIAL FLOOD HAZARD AREA AS DETERMINED BY F.R.D. MAP DATED 2-20-2005.
- 10) LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS ARE AVAILABLE.
- 11) THIS PLAN HAS BEEN DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE HAMILTON COUNTY SUBDIVISION REGULATIONS.
- 12) LOT 35 IS APPROVED FOR A MAXIMUM OF 3 BEDROOMS, WITH NO TUBS OVER 40 GALLONS.
- 13) HAMILTON COUNTY GROUNDWATER PROTECTION MAY REQUIRE THAT THE SDDS EASEMENT BE FIELD LOCATED BY A SURVEYOR PRIOR TO PERMIT ISSUANCE IF WE ARE UNABLE TO VERIFY COMPLIANCE WITH THE REGULATIONS DURING OUR SITE VISIT.
- 14) NO POLES WITHOUT WRITTEN APPROVAL FROM THE GROUND WATER PROTECTION.
- 15) ALL NOTES REGARDING THE SUBSURFACE SEWAGE DISPOSAL SYSTEM EASEMENT WILL BECOME NULL AND VOID IF THE HOME IS CONNECTED TO A PUBLIC SANITARY SEWER SYSTEM.
- 16) THE UNFENCED AREA IS A SYSTEM AND DUPLICATE AREA EASEMENT, ANY CUTTING OR FILLING OR CONSTRUCTION WITHIN 10' OF THIS AREA OR 25' FOR BASEMENT CUT WITHOUT PRIOR WRITTEN APPROVAL FROM HAMILTON COUNTY GROUNDWATER PROTECTION AND RECORDING OF A CORRECTIVE PLAT MAY RENDER THIS LOT UNBUILDABLE.
- 17) THE PLAT HOLDER IS RESPONSIBLE FOR PROVIDING ANY SERVICES BEYOND THE LIMITS OF THE PUBLIC ROAD.



● CORNER FOUND (AS NOTED)

○ 1/2" IRON ROD SET W/ "NILES" CAP

 PROPERTY LINE  
 ADJOINER PROPERTY  
 ROAD CENTERLINE  
 ABANDONED PROPERTY LINE  
 SSDS EASEMENT AREA

VF: 47- GRANT, CHARLIE  
JOB: 21-068  
FB: FOLDER  
FF: 47-304  
DRAFTED BY: TABITHA PFEIFFER  
CHECKED BY: JEFF CAWSON

**NILES SURVEYING CO., INC.**  
LAND SURVEYING--MAPPING--FLOOD CONSULTATION

---

CERTIFICATE OF AUTHORIZATION NUMBER LSF 0000090  
3952 CHURCHILL ROAD  
CHATTANOOGA, TENNESSEE 37406-1616  
PHONE: (423) 624-5041 FAX: (423) 629-7813  
EMAIL: [admin@nilessurvey.com](mailto:admin@nilessurvey.com)

FINAL PLAT  
GRANT'S ADDITION UNIT 2  
LOT 33  
TO ROLLING RIDGE SUBDIVISION  
BEING A RESUBDIVISION OF  
PLAT BOOK 31, PAGE 2  
OF HAMILTON COUNTY, TENNESSEE  
1" = 50' ---- NOVEMBER 2, 2023





## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-32

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Little Pine Lane

WHEREAS, Resolution No. 909-10 dated September 16, 2009 shows the mileage of Little Pine Lane as being 0.02 miles being described as leading from Peppertree Drive southeast to a temporary turnaround; and,

WHEREAS, A new extension of Little Pine Lane was constructed leading from the existing Little Pine Lane south 0.06 miles to a turnaround, and being in the 2<sup>nd</sup> Civil District, the 10<sup>th</sup> County Commission District, in McKenzie Farm Subdivision on State Tax Map Number 115, has a 50 ft. right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Higgins Construction and Caldwell Paving & Grading Co. LLC, for the developer Tidewater Properties, LLC, and;

WHEREAS, During the remeasuring of the existing roadway, it was found to be 0.01 miles.

WHEREAS, Little Pine Lane leads from Peppertree Drive southeast 0.07 miles to a turnaround, and;

WHEREAS, the above-named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above-named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be 25 M.P.H., and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.

3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

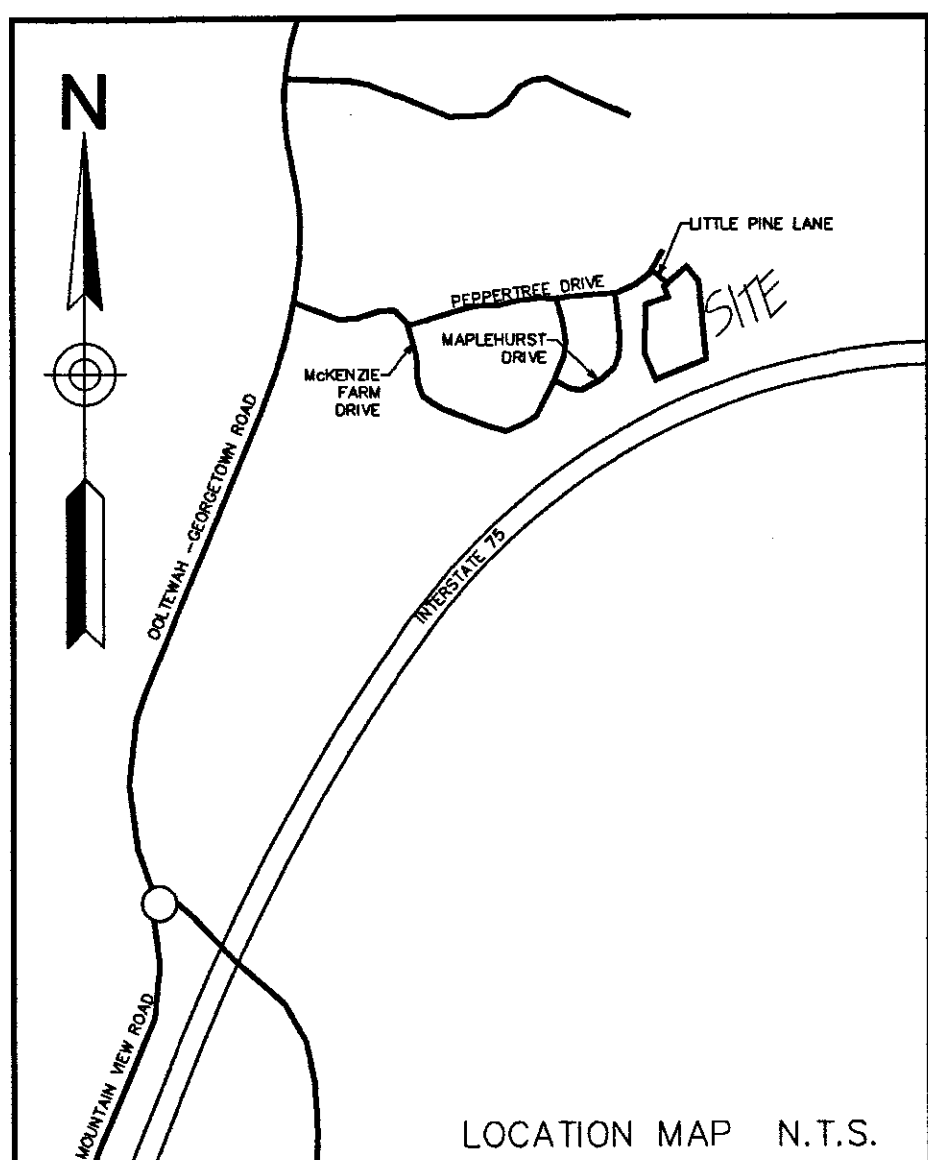
Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024

\_\_\_\_\_  
Date



**LEGEND:**

- CORNER FOUND (DESC. ON PLAT)
- BOUNDARY POINT
- EXISTING/PROPOSED SANITARY SEWER MANHOLE
- SANITARY SEWER LINE
- SAN. SEWER FLOW DIRECTION ARROW
- FIRE HYDRANT
- EXISTING STORM PIPE
- CURB INLET
- PROPOSED STORM DETENTION AREA
- xxP.D.E. — PRIVATE DRAINAGE EASEMENT
- xxS.S.E. — SANITARY SEWER EASEMENT
- xxP&C.E. — POWER & COMM. EASEMENT
- LT.B.A. — LINE TO BE ABANDONED
- xxA.D. — ACRES DRAINED
- ② — STORM DRAINAGE STRUCTURE NUMBER
- 1234 — ADDRESS
- [ ] — BOARD FENCE

Curve Table						
Curve #	Delta	Tangent	Radius	Length	Ch. Bearing	Ch. Distance
C1	020°11'14"	26.70	150.00	52.85	S44°32'18"E	52.85
C2	031°00'44"	41.62	150.00	81.19	S18°56'19"E	81.19
C3	001°26'58"	51.69	4085.80	103.37	S69°19'10"W	103.37
C4	002°02'06"	72.57	4085.80	145.12	S67°34'38"W	145.12
C5	000°53'45"	31.94	4085.80	63.88	S66°06'42"W	63.88
C6	019°05'48"	29.44	175.00	58.33	S26°08'18"E	58.33
C7	013°09'27"	20.18	175.00	40.19	S10°00'40"E	40.19
C8	048°11'23"	11.18	25.00	21.03	S27°31'38"E	21.03
C9	007°04'23"	3.09	50.00	6.17	N48°05'08"W	6.17
C10	061°15'39"	29.61	50.00	53.46	S13°55'07"E	53.46
C11	085°48'07"	46.46	50.00	74.88	S59°36'46"W	74.88
C12	085°48'07"	46.46	50.00	74.88	S59°36'46"W	74.88
C13	042°54'03"	19.65	50.00	37.44	N56°02'09"W	37.44
C14	051°24'14"	24.07	50.00	44.86	N08°53'00"W	44.86
C15	027°56'19"	12.44	50.00	24.38	N30°47'17"E	24.38
C16	048°11'23"	11.18	25.00	21.03	N20°39'45"E	21.03
C17	029°15'06"	32.62	125.00	63.82	N18°04'24"W	63.82

PIPE CHART			
STRUCTURE NO.	TYPE	AREA DRAINED	PIPE SIZE/TYPE
1	HEADWALL		24" HP STORM
2	48" CYLINDRICAL STRUCTURE	0.74 A.D.	
3	48" CYLINDRICAL STRUCTURE	0.83 A.D.	15" HP STORM
4	HEADWALL	2.61 A.D.	15" HP STORM
5	HEADWALL		24" HDPE
6	48" CYLINDRICAL STRUCTURE	0.79 A.D.	

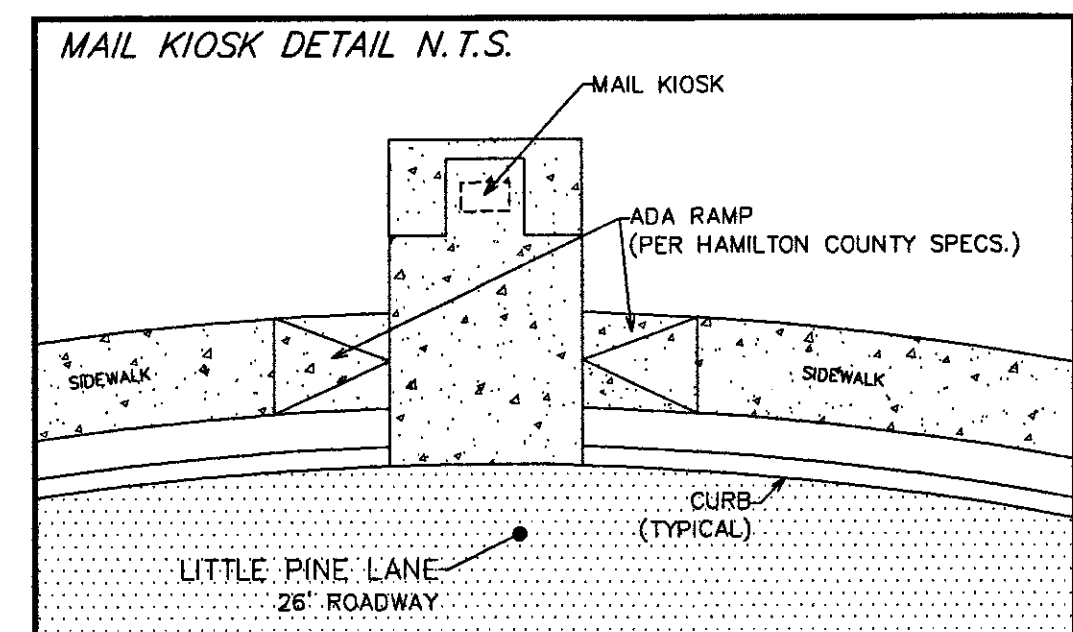
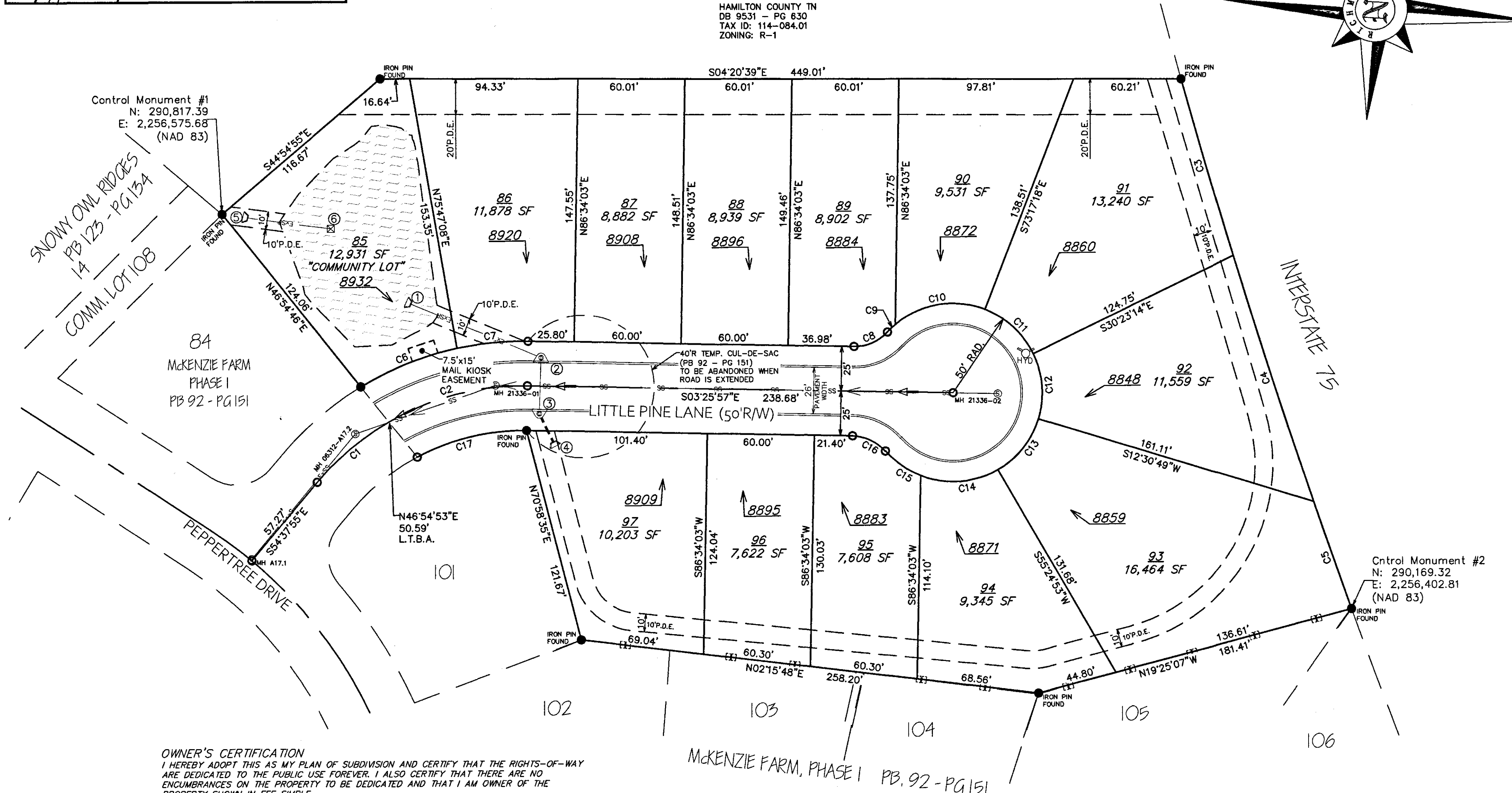
RECORDED PLAT DOES NOT  
TRANSFER PROPERTY OWNERSHIP  
DEED MUST BE RECORDED

APPROVED FOR RECORDING  
HAMILTON COUNTY GEOSPATIAL  
TECHNOLOGY  
DATE: 9-18-2023  
BY: [Signature]  
HAMILTON COUNTY WATER  
QUALITY PROGRAM  
DATE: 9-18-23  
BY: [Signature]  
JURISDICTIONAL AUTHORITY  
DATE: 9-18-23  
BY: [Signature]  
CHATTANOOGA/HAMILTON  
COUNTY REGIONAL PLANNING  
COMMISSION  
DATE: 9-18-23  
BY: [Signature]

Book/Page: P3 128 / 137  
Instrument: 2023091800169  
1 Page PLAT LARGE  
Recorded by 15 on 9/18/2023 at 12:10 PM  
PLAT-LARGE 15.00  
DATA PROCESSING FEE 2.00

TOTAL FEES \$17.00  
State of Tennessee Hamilton County  
Register of Deeds, MARC GRAYTT

- NOTES:
1. PRESENT ZONING: R1 PUD
  2. TAX ID: MAP 114 - PARCELS 084.07 - 114.08
  3. TOTAL ACREAGE: 3.64 ACRES
  4. THIS SUBDIVISION HAS BEEN DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAMILTON COUNTY, TENNESSEE.
  5. THIS PLAT SUBDIVIDES PROPERTY DESCRIBED BY DEED RECORDED IN DB. 12880 - PG. 291, ROHCT.
  6. L = LOT NUMBER
  7. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL PUBLIC OR PRIVATE EASEMENTS, RESTRICTIONS OR ROWS, EITHER WRITTEN OR IMPLIED, THAT MAY EXIST.
  8. LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS AREA AVAILABLE.
  9. WATER BY: SAVANNAH VALLEY UTILITIES
  10. SEWER AVAILABLE BY HOWITA.
  11. AS PER FEMA FIRM PANEL NO. 47065C0265G (DATED 02-03-2016), THIS TRACT DOES NOT LIE IN A FLOOD HAZARD AREA.
  12. BEARINGS FOR THIS SURVEY ARE BASED ON TN. STATE GRID AND WERE OBTAINED USING SATELLITE OBSERVATION.
  13. A FIVE (5) FOOT DRAINAGE EASEMENT, UNLESS A WIDER OR NARROWER EASEMENT IS SPECIFICALLY REQUIRED, SHALL BE RESERVED ALONG THE INSIDE OF ALL SIDE AND REAR LOT LINES, EXCEPT THAT A TEN (10) FOOT DRAINAGE EASEMENT SHALL BE RESERVED ALONG THE LOT LINES THAT ARE THE EXTERIOR BOUNDARIES OF THE SUBDIVISION PLAT.
  14. THE OWNER/DEVELOPER IS TO INSTALL ALL DRAINAGE STRUCTURES AND IMPROVED EASEMENTS AS SHOWN. THE MAINTENANCE OF DRAINAGE EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER AND NOT THE LOCAL GOVERNMENT.
  15. PRELIMINARY PLAT FOR MCKENZIE FARMS, LITTLE PINE LANE, LOTS 85-97 WAS APPROVED ON SEPTEMBER 13, 2021 IN SD RESOLUTION SD2021-0034.
  16. PUD APPROVAL CASE NUMBER: 2019-0123
  17. WATER QUALITY PROGRAM AREA STATEMENT: (SECT. 501.5)
    - a) Water Quality Easements and other drainage related facilities installed by the developer cannot be filled, altered, or changed in any way without permission from the Hamilton County Water Quality Program.
    - b) The owners of all lots are responsible to maintain Water Quality Easements to the standards of the Hamilton County Water Quality Program Rules and Regulations.
    - c) The Government of Hamilton County is not responsible to construct or maintain Water Quality Easements or drainage related facilities.
    - d) The Hamilton County Water Quality Program reserves the right at any time to access Water Quality Easements to inspect areas and facilities.
    - e) The Hamilton County Water Quality Program Rules and Regulations shall apply to any discharge of storm water from this subdivision.
  18. LAND DISTURBANCE IS PROHIBITED IN STREAM/RIPARIAN BUFFER. NO CLEARING, GRADING, GRUBBING OR TREE REMOVAL ALLOWED WITHOUT APPROVAL FROM THE HAMILTON COUNTY WATER QUALITY PROGRAM.
  19. PURPOSE OF THIS PLAT TO CREATE THE LOTS SHOWN FOR SINGLE-FAMILY DETACHED DWELLINGS.
  20. "NO BUILDING PERMIT IS TO BE ISSUED FOR A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL BUILDING ON THE COMMUNITY LOT. LOT IS TO BE USED FOR RECREATIONAL PURPOSES ONLY. MAINTENANCE TO BE ASSUMED BY THE DEVELOPER UNTIL THE LOT(S) ARE DEEDED TO THE HOME OWNERS IN THE SUBDIVISION, OR TO A HOME OWNERS ASSOCIATION".
  21. THERE IS A 10-FOOT (10') POWER & COMMUNICATIONS EASEMENT ALONG BOTH SIDES OF THE RIGHT-OF-WAY SHOWN HEREON.



OWNER'S CERTIFICATION  
I HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND CERTIFY THAT THE RIGHTS-OF-WAY ARE DEDICATED TO THE PUBLIC USE FOREVER. I ALSO CERTIFY THAT THERE ARE NO ENCUMBRANCES ON THE PROPERTY TO BE DEDICATED AND THAT I AM OWNER OF THE PROPERTY SHOWN IN FEE SIMPLE.

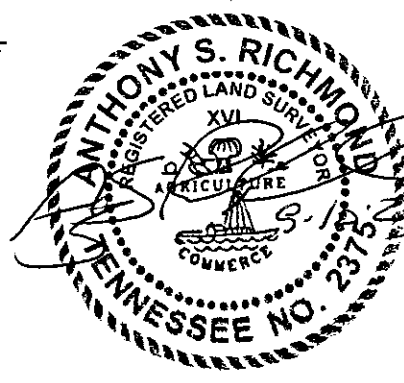
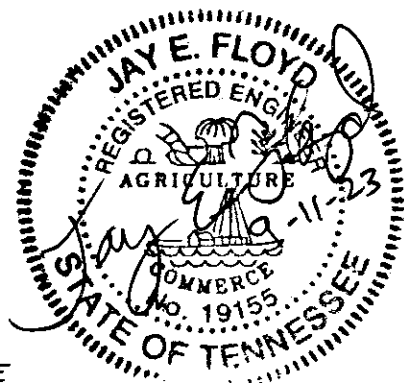
TIDEWATER PROPERTIES, LLC  
PO BOX 4201  
CHATTANOOGA, TN. 37405  
PHONE: 423-266-1252

ENGINEER'S STATEMENT OF DESIGN  
I HEREBY CERTIFY THAT I HAVE REVIEWED ALL DRAINAGE STRUCTURES WITH STORMWATER FLOWS IN EXCESS OF THE CAPACITY OF A 42" DIAMETER CONCRETE PIPE OR EQUIVALENT AND ALL SANITARY SEWERS AS SHOWN ON THIS PLAT AND THAT THE DESIGN MEETS PROPER ENGINEERING CRITERIA.

RAGANSMITH ENGINEERS  
1410 COWART STREET, SUITE 200  
CHATTANOOGA, TN 37408  
PHONE: 423-490-9400

SURVEYORS CERTIFICATE  
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL FIELD SURVEY BY ME OR UNDER MY SUPERVISION, AND THAT THIS PLAT CONFORMS TO SAID SURVEY, AND THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY IS A CLASS B (SUBURBAN) LAND SURVEY WITH AN UNADJUSTED ERROR OF CLOSURE IS GREATER THAN 1/10,000, AS SHOWN HEREON.

RICHMOND SURVEYING CO.  
363 1st STREET, SW  
CLEVELAND, TN. 37311  
PHONE: (423) 479-7749  
EMAIL: info@richmondsurveying.com



FINAL PLAT

MCKENZIE FARM  
PHASE 2, LOTS 85-97

BEING PROPERTY LOCATED ON LITTLE PINE LANE OFF  
PEPPERTREE DRIVE, LYING IN THE SECOND CIVIL  
DISTRICT OF HAMILTON COUNTY, TENNESSEE.

DATE: 06-23-2023 SCALE: 1" = 40'  
REVISED: 08-10-2023 (AS PER COMMENTS)

40 0 20 40 80 160  
1" = 40'



## Hamilton County Board of Commissioners

# RESOLUTION

No. 424-33

**A RESOLUTION AMENDING THE SHORT-TERM VACATION RENTALS (“STVR”) REGULATIONS AS ADOPTED BY RESOLUTION NUMBERS 423-27, 423-39, AND 923-35, BY PROHIBITING THE OWNERSHIP AND OPERATION OF SAME WITHIN RESIDENTIALLY-ZONED COMMUNITIES OF THE UNINCORPORATED AREAS OF HAMILTON COUNTY, TENNESSEE.**

**WHEREAS**, by passage of Resolution Numbers 423-27, 423-39, and 923-35, this county legislative body adopted certain regulations concerning the ownership and operation of short-term vacation rentals (“STVR”) within the unincorporated areas of Hamilton County, Tennessee; and

**WHEREAS**, after regulating said practice, this body now feels that the continued allowance of said commercially-based residential dwellings for a period of less than thirty (30) days requires further restrictions in order to adjust to the various problems experienced and reported by the various communities throughout Hamilton County reporting common mis-uses of said privileges; and

**WHEREAS**, this county legislative body feels that a majority of the problems voiced and experienced can be eliminated by now requiring that the certifying of said commercial enterprises should be restricted to non-residentially zoned communities within the unincorporated areas of Hamilton County.

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

That present **Article II** of the Zoning Regulations of Hamilton County be deleted in its entirety and the following language be inserted as a replacement:

**“SHORT-TERM VACATION RENTAL:** A single-family detached dwelling unit located in a non-residentially zoned community of the unincorporated areas of Hamilton County that is rented in part of its entirety on a daily or weekly basis for not more than 39 days for overnight stay and are generally advertised or otherwise held out

to the public. Short-Term Vacation Rentals are also sometimes referred to as “tourist homes” or “short-term residential rentals” and advertised as such.”

**BE IT FURTHER RESOLVED:**

That the Procedures and Regulations for the certification and operation of short-term vacation rentals (“STVR”) within the unincorporated areas of Hamilton County, Tennessee, as established by the passage of Resolution No. 423-27 (as later amended by adoption of Resolution No. 423-39) are hereby amended to provide that said “Short-Term Vacation Rental (“STVR”) Certification and Regulations” for the issuance of short term (of less than thirty (30) days of continuous duration) vacation rentals shall apply to structures within the unincorporated and non-residentially zoned areas of Hamilton County, Tennessee.

**BE IT FURTHER RESOLVED:**

That any and all references in the short-term vacation rentals (“STVR”) Permitting process, and the Procedures and Regulations referring to the Hamilton County Building Inspection Department are hereby amended to substitute the Hamilton County Development Services Department.

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

**CERTIFICATION OF ACTION**

Approved: ☐

Rejected: ☐

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

Approved: ☐

Vetoed: ☐

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

\_\_\_\_\_  
April 17, 2024  
Date