

Hamilton County Board of County Commissioners

May 06, 2015

AGENDA

ROLL CALL

INVOCATION - Commissioner Graham

PLEDGE TO THE FLAG - Commissioner Graham

Presentation	Circuit Court Clerk Presentation - Agenda Session Only
Minutes	Recessed Meeting - April 8, 2015
Minutes	Agenda Session - April 8, 2015
Minutes	Regular Meeting - April 15, 2015
Report	Trustee Monthly Report March 2015
Report	Trustee Excess Fee Report March 2015
Report	Quarterly Investment Report
Report	Criminal Court Clerk's Reports Revised December 2014; January and February 2015
Res. No. 515-1	A Resolution to approve and accept applications for notary public positions, the bond of Deputy Sheriff, and the oaths of Deputy Sheriffs.
Res. No. 515-2	A Resolution to confirm the appointment by the County Mayor of Bart McKinney as Director of the Information Technology Services Department.
Res. No. 515-3	A Resolution confirming the appointment of one member and reappointment of two members by the County Mayor to the Chattanooga-Hamilton County Hospital Authority Financial Review Committee with terms expiring May 6, 2018.
Res. No. 515-4	A Resolution to confirm the appointment of one member and reappointment of one member by the County Mayor to the Hamilton County Citizens Advisory Board for Recreation for a term ending April 17, 2017.
Res. No. 515-5	A Resolution confirming the reappointment by the County Mayor of two members to the Hamilton County Beer Board with term expiring May 2, 2018 and May 18, 2019.
Res. No. 515-6	A Resolution accepting the bid of Mountain View Ford for one (1) high top cargo van amounting to \$32,793.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 515-7	A Resolution accepting the bid of CDJR of Columbia for one (1) seven passenger van amounting to \$21,315.00 for Juvenile Court and to amend the Juvenile Court General Fund Capital Outlay Budget from previously unbudgeted funds in the amount of \$14,515.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 515-8	A Resolution authorizing repayment to the County General Fund from the Hamilton County Department of Education's subsequent year's revenue growth of appropriations paid on behalf of the Department of Education, as approved and requested by the Hamilton County School Board for Public Education Projects submitted during a current fiscal year, as may be approved by this County Legislative body.
Res. No. 515-9	A Resolution accepting the proposal of Verizon Wireless to provide wireless communications service for Hamilton County from May 6, 2015 through May 5, 2018, with renewal options, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 515-10	A Resolution accepting the bid of the Southeastern Communication Services, Inc. for the installation, termination, testing, programming and certification of an Apogee sound system at East Brainerd Elementary School for the telecommunications office amounting to \$36,770.67 and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 515-11 A Resolution accepting the quotation from Physio Control, Inc. for a two (2) year service contract for Lifepak defibrillator / cardiac monitors beginning July 1, 2015, through June 30, 2017, amounting to \$82,859.90 per term for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 515-12 A Resolution authorizing the County Mayor to apply to the Tennessee Department of Transportation and accept a litter prevention and trash collection grant in the amount of \$108,900 with a contract period beginning July 1, 2015 and ending June 30, 2016.
- Res. No. 515-13 A Resolution accepting the bids of Bound Tree Medical, LLC and Nashville Medical and EMS Products, Inc. for one (1) year contract pricing, beginning May 7, 2015, through May 6, 2016, for medical supplies for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 515-14 A Resolution approving the expenditure of Sixty Thousand Dollars (\$60,000.00) in Discretionary Bond Funds (as allotted to District Seven) to assist with the building of a restroom facility for the Athletic Complex at East Hamilton Middle/High School.
- Res. No. 515-15 A Resolution approving the expenditure of Fifteen Thousand Eighty Five Dollars (\$15,085.00) in Bond Discretionary Funds (as allotted to District Three) toward the purchase of ISG S200 Demo Thermal Imaging Cameras with Truck Mount for the Dallas Bay Volunteer Fire Department.
- Res. No. 515-16 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of March 1, 2015, through March 31, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 515-17 A Resolution accepting the bid of SHI International Corporation for contract unit pricing for Microsoft Surface Pro 3 and IPAD Air 2, beginning May 6, 2015 through May 5, 2016, with the option to renew for one additional one (1) year term, for the Information Technology Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 515-18 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district roads and to establish speed limits therefore: Vintage Lane, an extension of Satjanon Drive and an extension of Raydoe Road.
- Res. No. 515-19 A Resolution accepting the bid of Evans-Ailey Construction, Inc. for construction of the Sale Creek Volunteer Fire Department Headquarters amounting to \$4,192,000 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 515-20 A Resolution approving the submission of a request for lease proposals to Natural Resources Conservation Service (NRCS) and to authorize the County Mayor, on behalf of Hamilton County, to negotiate and execute a five-year succeeding lease agreement between Hamilton County and the United States of America (USA) for office space within the J. Merle Crawley Agriculture Center, said lease commencing August 1, 2015 and terminating July 31, 2020.
- Res. No. 515-21 A Resolution accepting the bid of Rentenbach Constructors, Inc. for construction of the Ganns Middle Valley Elementary School amounting to \$29,414,000.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 515-22 A Resolution to authorize the County Mayor to amend a contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department for the provision of Community Health Prevention Services using funds from the State of Tennessee, Department of Health in the amount not to exceed \$90,600.00 thereby requiring the health department's revenue and expense budget be increased by \$20,000.00 for the period beginning May 15, 2015, ending June 30, 2015.
- Res. No. 515-23 A Resolution to authorize the County Mayor to execute a contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department for the provision of Health Promotion Services using funds from the State of Tennessee, Department of Health in the amount not to exceed \$121,700.00 for the period beginning July 1, 2015, ending June 30, 2016.
- Res. No. 515-24 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the fiscal year 2015-2016 contract period, in an amount not to exceed \$447,100.00 to provide TENnderCare outreach program services.

- Res. No. 515-25 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, to sign an amendment to the contract with the Tennessee Department of Health to provide medical case management of persons infected with HIV/AIDS in Hamilton County for the time period April 1, 2015 – March 31, 2016 (Resolution 1214-7), and to amend the revenue and expenditure budgets to decrease the HIV/AIDS Medical Case Management budget by \$15,500.00.
- Res. No. 515-26 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health in the amount of \$303,400.00 to provide Tuberculosis Controls Services in Hamilton County for a time period of July 1, 2015 through June 30, 2016.
- Res. No. 515-27 A Resolution to authorize the County Mayor on behalf of Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department, to enter into and execute a letter of agreement with the State of Tennessee, Department of Health for the provision of Tobacco Use Prevention Services, using tobacco settlement funds received from the State of Tennessee, Department of Health in the amount of \$256,649.00, and thereby amending the FY15 revenue and expense budget of the Health Department by increasing the budget by \$256,649.00 through December 31, 2015, and with the remaining revenue balance carrying forward to the next fiscal year.
- Res. No. 515-28 A Resolution to make certain findings relating to the Heritage-MaClellan Apartments, LLC project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee, and to authorize the County Mayor to enter into and execute an agreement for Payments in Lieu of Ad Valorem Taxes.

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
APRIL 8, 2015**

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 8, 2015**

COMMITTEE ASSIGNMENTS

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

- A Three Star Compliance Report would be submitted and made a matter of record.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolution No. 415-13 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolutions No. 415-17 through 415-19, 415-22 through 415-27, 415-29, and 415-30 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 415-28 was assigned to the Legal Committee, chaired by Commissioner Bankston.
- Resolutions No. 415-14 through 415-16, 415-20, and 415-21 were heard by a Committee of the Whole.

Chairman Fields stated that Resolutions No. 415-14 through 415-16, 415-20, and 415-21 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-14

This item appoints Joseph G. DeGaetano as one regular member, and Commissioner Marty Haynes and Melinda Volker as two associate members to the Hamilton County Board of Zoning Appeals. There were no questions regarding this Resolution.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-15

Mayor Coppinger spoke regarding the Resolution, which would confirm the appointment of Thomas Lamb as Director of the Parks and Recreation Department effective with the retirement of Ron Priddy. Mayor Coppinger introduced Mr. Lamb and asked that he stand. He complimented Mr. Lamb for his work during his 14 years of employment with Hamilton County. It was noted that Mr. Lamb was highly recommended by Mr. Priddy for this position.

Mayor Coppinger and several members of the Commission also thanked Mr. Priddy for his service to Hamilton County.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-16

Mayor Coppinger spoke regarding this Resolution, which would reappoint Jack Studer to the Chattanooga-Hamilton County Hospital Authority Board of Trustees for a term ending April 18, 2019.

In response to Commissioner Boyd's question, Mayor Coppinger noted that he had always found Mr. Studer to be accessible. Commissioner Boyd added he was interested in reaching Mr. Studer for a personal interview.

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Mayor Coppinger emphasized that board members do not receive compensation for their services. He made it known that he has never attempted to influence a board member on how they should vote. In closing, he noted that Mr. Studer stays informed and manages his duties as a board member very efficiently.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-20

Mayor Coppinger spoke regarding this Resolution which authorizes the County Mayor to enter into an agreement with WTCI to produce a best practices video series. The series will be designed to help meet the needs of Hamilton County educators, parents, and students. The total cost is to be \$100,000, and the Resolution authorizes an immediate expenditure of \$30,000 to be paid from current fiscal year funds. The Mayor said the balance would be provided in the new budget. He highly praised the program.

Mayor Coppinger introduced Shaun Townley, Vice President of Content and Digital Strategy at WTCI, and Paul Grove, General Manager of WTCI. Mr. Townley presented a video for members of the Commission and audience to view. He explained that the goal of the program is to give teachers an additional opportunity for professional development. He added that WTCI would film teachers at the direction of school

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authorities who have exceptional programs or teaching methods, and other teachers would have the opportunity to view the methods captured by video. He added that some of the funding would be used to build awareness for PBS learning media, which contains at home training videos at no charge for topics that may be more challenging for students. It was noted that Superintendent Rick Smith issued a letter in support of the program.

In response to Commissioner Boyd's question, Mr. Townley added that the request for funding has not been presented to the school board.

Commissioner Boyd suggested that the project be funded using the growth funds from the increase in the school board's budget.

In response to Commissioner Fairbanks question, Mr. Townley explained that Superintendent Smith and his team would be responsible for the content of the videos.

Mayor Coppinger voiced his support for the program and explained the necessity for providing funds for the program before the end of the current school year. The Mayor added that Superintendent Smith was supportive of this program, and he was confident the school board would be in support too.

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Commissioner Graham stated that he would be supporting this program, but he would prefer to get approval from the school board before voting.

In response to Commissioner Boyd's comments, Mayor Coppinger clarified that this approval is a time sensitive item because of the production component. He stated that the goal is to have the program operating by the beginning of the next school year.

Superintendent Smith's letter of support was distributed to members of the Commission and the County Clerk's office.

In response to Commissioner Mackey's question, Chairman Fields explained that the Commission could ask Superintendent Smith to attend next week's meeting.

In response to Commissioner Graham's question, Chairman Fields clarified that Resolution No. 215-20 would be voted on next week unless a request to pull the resolution was made before then.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-21

Attorney Taylor spoke regarding this item, which would authorize the payment of \$200,000 in settlement of an alleged wrongful death claim against Hamilton County

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brought by the parents and next friends of Austin Dakota Wallace. Attorney Taylor explained that this figure was a result of mediation.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Mayor Coppinger announced that Hamilton County has retained its AAA bond rating from the three big rating agencies. He added that this news is beneficial because the Commission would be issuing bonds later in the month.

Mayor Coppinger and several members of the Commissioner praised Finance Administrator Albert Kiser and his staff for their work.

Attorney Taylor requested that Commissioners and the Mayor meet with him in the adjacent conference room following today's Agenda Session for a brief legal meeting.

Commissioner Smedley spoke about the tour she took of the new East Brainerd School. She praised the design of the facility for being able to accommodate more

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students. Commissioner Smedley spoke highly of fellow Commissioners for being pro-education.

Commissioner Fairbanks announced that AT&T would be hosting 30 students from Sequoyah High School to allow them to job shadow and educate them on being out in the work force. He praised the company for allowing students to come visit their facility.

Commissioner Bankston, Chairman of the Legal Committee, stated the Legal Committee would meet in the adjacent conference room after today's Agenda Session.

Commissioner Bankston announced that the Audit Committee meeting was rescheduled for April 29th following the Agenda Session.

In response to a request made at last week's meeting, Commissioner Bankston spoke about property tax relief programs currently in place for elderly or disabled homeowners, and disabled veteran homeowners. Elderly homeowners must be 65 or older and have a combined annual income that cannot exceed \$28,270. Disabled homeowners must be rated totally and permanently disabled by the Social Security Administration and have a combined annual income that cannot exceed \$28,270. Determination of eligibility for Disabled veteran homeowners or widow(er) of a disabled

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veteran will be made based on information provided by the VA through use of consent forms available at the County Trustee's office. The deadline to apply is April 5th. He added that currently 2500 people in Hamilton County are participating in the tax relief program.

Commissioner Graham asked for a copy of the documents regarding tax relief in Hamilton County.

Commissioner Graham, Chairman of the Finance Committee announced that the Finance Committee would be meeting in the Commission Room immediately after the Agenda Session. Commissioner Graham added that he had an idea regarding school funding to discuss with the Finance Committee and invited any Commissioner who wished to attend.

Commissioner Mackey spoke about the importance of a property tax freeze program for senior citizens and veterans.

Commissioner Haynes spoke about attending the Superintendent's Honors Banquet, which honored the top 10 percent of each graduating class at Hamilton County's 17 high schools. He added that the opportunity for those students to stay and become employed in Hamilton County has grown significantly. He also spoke about his

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concern over the dwindling number of young men included in the top 10 percent of students, and the effort he has made in his district to improve that number.

Commissioner Beck added that brochures about the current property tax relief programs are available in the County Trustee's office.

Commissioner Graham announced that there would be a meeting with Superintendent Smith in District 6 at the John A. Patten Recreation Center tomorrow night at 7:00 pm. He added that the school board member for District 6 would be present at the meeting as well.

In response to Commissioner Mackey's question, Mayor Coppinger and Mr. Kiser provided standards involved for the government to meet before receiving a AAA bond rating.

Chairman Fields recognized school board member Donna Horn in the audience.

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DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Jim Snuggs residing at 9854 Leslie Sandidge Dr. Ooltewah, TN 37363 addressed the Commission regarding funding for schools. He urged the Commission to support Superintendent Smith's plan to obtain additional funding for education.

Commissioner Graham responded to Mr. Snuggs comments by explaining that due to economic development and growth, the school budget has increased significantly each year with only one property tax increase.

Mr. Snuggs added that having the best teachers and the right resources are an important part in improving schools in Hamilton County.

Commissioner Smedley thanked Mr. Snuggs for attending today's meeting and emphasized the importance the Commissioners place on education.

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Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, April 15th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) April 15, 2015

BE IT REMEMBERED, that on this 15th day of April, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Commissioner Beck was in the office and arrived moments after the roll call. Total present – 9. Total absent – 0.

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

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

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Commissioner Haynes introduced Pastor Vahid Alavian, Spiritual Assembly of the Baha'is, who gave the invocation. Commissioner Haynes led in the pledge to the flag.

PRESENTATION – TRUSTEE BILL HULLANDER – PROPERTY TAX RELIEF PROGRAM

County Trustee Bill Hullander addressed the Commission and discussed property tax relief in Hamilton County. He distributed a handout to members of the Commission and the County Clerk.

Trustee Hullander also reported that legislation (House Bill No. 1197 – Senate Bill No. 1136) was presently being considered by the State Legislature. If adopted it would change various aspects of the Tax Relief program.

In response to Commissioner Beck's question, Trustee Hullander stated that his office prints tax relief information on bills sent to Hamilton County homeowners annually. He added that according to US Census reports approximately 90 percent of qualified elderly homeowners are already enrolled.

Several members of the Commission thanked Trustee Hullander for his presentation and for making the information easily accessible.

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In response to Commissioner Boyd's question, Trustee Hullander clarified the maximum amount listed on the handout for a municipality.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Beck, that the minutes of the Recessed Meeting of March 25, 2015, the Agenda Preparation Session of March 25, 2015, and the Regular Meeting of April 1, 2015, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

THREE STAR COMPLIANCE REPORT

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

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ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting April 13, 2015.

RESOLUTION 415-13 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, CONTINUATION CERTIFICATES FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT, AND OATHS OF DEPUTY SHERIFFS.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 415-13. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields asked that Resolution 415-28 be considered at this time.

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RESOLUTION 415-28 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CO-APPLICANT AGREEMENT WITH THE CO-APPLICANT BOARD OF THE HOMELESS HEALTH CARE CENTER (HHC) AS REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA).

Chairman Fields reported that Resolution 415-28 was heard by the Legal and Legislative Committee.

Commissioner Bankston, Chairman of the Legal and Legislative Committee, spoke about this Resolution. He explained this was a matter of retaining funding, and the Committee recommended approval.

Chairman Fields asked if there was any discussion regarding this item. There was none.

ON MOTION of Commissioner Bankston, seconded by Commissioner Mackey, to adopt Resolution No. 415-28. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye",

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

Chairman Fields asked that Resolution Nos. 415-17 through 415-19, 415-22 through 415-27, 415-29, and 415-30 be considered together at this time.

RESOLUTION 415-17 A RESOLUTION ACCEPTING THE BID OF ON DUTY DEPOT FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 15, 2015 THROUGH APRIL 14, 2016, FOR VEHICLE UPFITTING EQUIPMENT FOR THE SHERIFF'S VEHICLES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION 415-18 A RESOLUTION ACCEPTING THE BID OF DIVERSIFIED COMPANIES, LLC FOR A THREE (3) YEAR CONTRACT FOR PRINTING AND PROCESSING DELINQUENT TAX SUMMONS, BEGINNING APRIL 15, 2015 THROUGH APRIL 14, 2018, FOR THE TRUSTEE'S OFFICE AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION 415-19 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO APPROPRIATE \$250,000 FROM BOND PROCEEDS TO REIMBURSE THE STADIUM CORPORATION FOR REPLACEMENT OF THE STADIUM FIELD SURFACE.

RESOLUTION 415-22 A RESOLUTION TO AUTHORIZE PAYMENT OF \$31,111.49 TO FARMERS INSURANCE COMPANY FOR PROPERTY DAMAGE INCURRED BY THEIR INSURED AS A RESULT OF AN AUTOMOBILE ACCIDENT WITH A HAMILTON COUNTY HIGHWAY DEPARTMENT VEHICLE.

RESOLUTION 415-23 A RESOLUTION ACCEPTING THE HIGHEST AND BEST BID FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES AND AUTHORIZING THE COUNTY MAYOR AND COUNTY TRUSTEE TO ENTER INTO AND EXECUTE DEEDS CONVEYING SAID PARCELS TO INDIVIDUALS LISTED HEREIN BELOW.

RESOLUTION 415-24 A RESOLUTION ACCEPTING THE BID OF ELECTRONIC CONTROLS, INC. FOR HVAC CONTROLS MODIFICATIONS FOR THE HAMILTON COUNTY CORRECTIONS BUILDING AMOUNTING TO \$20,400.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION 415-25 A RESOLUTION APPROVING A SOFTWARE SUPPORT AND MAINTENANCE CONTRACT FROM ESRI, INC. FOR ONE (1) YEAR, BEGINNING JUNE 9, 2015, THROUGH JUNE 8, 2016, FOR THE GEOGRAPHIC INFORMATION SYSTEMS DEPARTMENT AMOUNTING TO \$74,344.45 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION 415-26 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF FEBRUARY 1, 2015, THROUGH FEBRUARY 28, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION 415-27 A RESOLUTION APPROVING THE PURCHASE OF FLU VACCINE FROM NOVARTIS, SANOFI-PASTEUR, McKESSON MED-SURG MN SUPPLY, AT STATEWIDE CONTRACT PRICING AND, IF NECESSARY, OTHER FIRMS AT THE LOWEST AND BEST AVAILABLE PRICING QUOTE FOR THE HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION 415-29 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN AN AMENDMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$147,292.00 TO PROVIDE HEALTH CARE SAFETY NET PRIMARY CARE SERVICES TO UNINSURED ADULTS IN HAMILTON COUNTY AT THE HOMELESS HEALTH CARE CENTER FOR THE TIME PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015.

RESOLUTION 415-30 A RESOLUTION ACCEPTING THE PROPOSAL OF FAIRWAY OUTDOOR ADVERTISING COMPANY FOR A TOBACCO EXPOSURE PREVENTION BILLBOARD CAMPAIGN FOR AN INITIAL TWELVE (12) WEEK PERIOD AMOUNTING TO \$16,650.00, WITH RENEWAL OPTIONS AMOUNTING TO \$27,750.00 PER CAMPAIGN, FOR THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham provided details regarding Resolution Nos. 415-17 through 415-19, 415-22 through 415-27, 415-29, and 415-30, and stated that the Finance Committee reviewed and recommended approval.

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ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution Nos. 415-17 through 415-19, 415-22 through 415-27, 415-29, and 415-30.

In response to Commissioner Haynes question about Resolution No. 415-27 and the availability of flu vaccines in schools, Health Services Administrator, Becky Barnes, clarified that this Resolution only allows for the purchase of the vaccine at the lowest available price. In closing, she stated she was open to including the school system.

The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields asked that Resolution 415-14 be considered at this time.

RESOLUTION 415-14 A RESOLUTION TO APPOINT A REGULAR MEMBER TO THE HAMILTON COUNTY BOARD OF ZONING APPEALS, AND TO APPOINT (2) TWO ASSOCIATE MEMBERS THEREOF.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

This Resolution appoints Commissioner Marty Haynes, Melinda Volker, and Joseph G. DeGaetano to the Hamilton County Board of Zoning Appeals.

Chairman Fields reported that Resolution No. 415-14 was heard by a Committee of the Whole.

ON MOTION of Commissioner Bankston, seconded by Commissioner Beck, to adopt Resolution No. 415-14.

Commissioner Haynes stated he wished to abstain from voting due to a conflict of interest.

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

Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye", Commissioner Haynes abstained from voting. Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Total Abstentions – 1.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

**RESOLUTION 415-15 A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE
COUNTY MAYOR OF THOMAS LAMB AS DIRECTOR OF THE PARKS AND
RECREATION DEPARTMENT.**

Chairman Fields reported that Resolution No. 415-15 was heard by a Committee of the Whole.

ON MOTION of Commissioner Bankston, seconded by Commissioner Beck, to adopt Resolution No. 415-15. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

RESOLUTION 415-16 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY BOARD OF TRUSTEES FOR A TERM ENDING APRIL 18, 2019.

Chairman Fields reported that Resolution No. 415-16 was heard by a Committee of the Whole.

ON MOTION of Commissioner Boyd, seconded by Commissioner Smedley, to adopt Resolution No. 415-16.

Chairman Fields asked if there was any discussion. There was none.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

RESOLUTION 415-20 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH WTCI TO DEVELOP AND PROVIDE A BEST PRACTICES VIDEO SERIES TO MEET THE NEEDS OF HAMILTON COUNTY EDUCATORS FOR AN AMOUNT NOT TO EXCEED \$100,000 IN TOTAL AND TO EXPEND \$30,000 IN THE CURRENT FISCAL YEAR.

This Resolution was pulled from the agenda.

RESOLUTION 415-21 A RESOLUTION AUTHORIZING THE PAYMENT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) IN SETTLEMENT OF AN ALLEGED WRONGFUL DEATH CLAIM AGAINST HAMILTON COUNTY AS BROUGHT BY THE PARENTS AND NEXT FRIENDS OF AUSTIN DAKOTA WALLACE.

Chairman Fields reported that Resolution No. 415-21 was heard by a Committee of the Whole.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 415-21.

Chairman Fields asked if there was any discussion. There was none.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

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

RESOLUTION 415-31 A RESOLUTION AUTHORIZING THE PAYMENT OF SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) IN SETTLEMENT OF A LAWSUIT AGAINST HAMILTON COUNTY AS BROUGHT BY NICHOLAS AGOSTINACCIDO, *ET AL* FOR INJURIES SUSTAINED AS A RESULT OF A FALL ON PROPERTY JOINTLY OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA.

Chairman Fields reported that this was a late item added to the agenda.

County Attorney Rheubin Taylor, spoke regarding this Resolution. He explained the settlement was a result of a fall that occurred on property at the Aquarium jointly owned by Hamilton County and the City of Chattanooga. Attorney Taylor added the figure was suggested as a result of mediation, and would be shared by the City and the County. He clarified the fall occurred on the passageway beside the Aquarium.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, to adopt Resolution No. 415-31

In response to questions by Commissioner Graham and Commissioner Haynes, Attorney Taylor confirmed the city and the county would each be responsible for half of the settlement. The city has already voted to pay their portion of the settlement.

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

Commissioner Bankston, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Nay", Commissioner Smedley, "Aye", and Chairman Fields, "Aye", Commissioner Beck was absent for the vote. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 1.

RESOLUTION 415-32 A RESOLUTION AUTHORIZING REPAYMENT TO THE COUNTY GENERAL FUND FROM THE HAMILTON COUNTY DEPARTMENT OF EDUCATION'S SUBSEQUENT YEAR'S REVENUE GROWTH OF APPROPRIATIONS PAID ON BEHALF OF THE DEPARTMENT OF EDUCATION, AS APPROVED AND REQUESTED BY THE HAMILTON COUNTY SCHOOL BOARD FOR PUBLIC EDUCATION PROJECTS SUBMITTED DURING A CURRENT FISCAL YEAR, AS MAY BE APPROVED BY THIS COUNTY LEGISLATIVE BODY.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

Chairman Fields reported that without objection Resolution No. 415-32, was added as a late item, and would be deferred to the Agenda Session on April 29th, 2015.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Graham thanked Superintendent Rick Smith for the meeting he held in District 6 about his vision for the school system. He also thanked those who attended for the discussion.

Commissioner Boyd reported that on April 14, 2015 at the Tivoli Theatre, he was the keynote speaker at the Young Southern Student Writers awards ceremony, co-sponsored by the Southern Literature Alliance. He spoke about the event, noting there were 5,000 entries and over 400 awards given out. Due to the large turnout, the ceremony was split into two separate events: one for kindergarten through fifth-grade students and another for middle and high schoolers. Commissioner Boyd emphasized the importance of literacy at all levels of education.

Commissioner Bankston announced the Audit Committee meeting would take place on April 29, 2015 following the Agenda Session.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

Commissioner Bankston spoke about the community meeting at Wallace A. Smith Elementary School with Superintendent Rick Smith. He thanked those who attended for their participation.

Commissioner Fairbanks reminded everyone that today was the last day to file a 2014 federal tax return.

Commissioner Beck reported that Districts 4 and 5 would be having a meeting at Brainerd High School with Superintendent Rick Smith on April 15, 2015.

Chairman Fields announced that county commission budget hearings have been rescheduled. Hearings are now set to begin May 20, 2015.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 15, 2015**

DELEGATIONS

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

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, April 29, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: April 10, 2015

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

WFK/dkr

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

**Hamilton County
Trustee Report**

For the Date Range: 03/01/2015 to 03/31/2015

RECEIVED
Date 4-10-15
By W.F. Knowles
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	0.00	0.00	0.00	0.00
11010	TRUSTEE CONCENTRATION	46,725,593.68	68,544,124.82	98,063,539.57	17,206,178.93
11020	CHILD CARE	173,624.45	237,832.27	173,624.45	237,832.27
11030	FOOD SERVICE DEPOSITORY	1,787,242.17	3,008,687.24	1,381,723.09	3,414,206.32
11040	SHERIFF COMMISSARY	9,938.05	0.42	40.00	9,898.47
11060	1ST TN GENERAL	0.00	0.00	0.00	0.00
	Total Cash in Bank	<u>48,698,850.33</u>	<u>71,790,644.75</u>	<u>99,618,927.11</u>	<u>20,870,567.97</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	998.83	45,675,028.08	45,668,941.03	7,085.88
11050	BOE CASH RECEIPT SWEEP	(0.00)	42,830,910.74	42,857,076.64	(26,165.90)
	Total Bank Deposits in Transit	<u>998.83</u>	<u>88,505,938.82</u>	<u>88,526,017.67</u>	<u>(19,080.02)</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(1,204,987.51)	8,908,648.73	10,053,295.70	(2,349,634.48)
22202	FOOD SERVICE CHECK PAYABLE	(243,724.27)	863,920.44	629,085.29	(8,889.12)
22203	SHERIFF COMMISSARY CHECK PAYAB	(9,882.64)	40.00	0.00	(9,842.64)
22206	DOE A/P CHECK PAYABLE	(1,704,953.07)	9,519,418.11	9,383,928.74	(1,569,463.70)
22280	COUNTY PAYROLL CHECKS PAYABLE	(34,545.12)	4,129,330.25	4,124,870.27	(30,085.14)
22281	DOE PAYROLL CHECK PAYABLE	(13,531.54)	10,509,222.53	10,509,222.53	(13,531.54)
22285	DOE PAYROLL TAX PAYABLE	67,836.46	3,818,648.35	3,880,597.97	5,886.84
22286	DOE RETIREMENT PLANS	0.00	2,046,816.21	2,046,816.21	0.00
	Total Bank Outstanding Checks	<u>(3,143,787.69)</u>	<u>39,796,044.62</u>	<u>40,627,816.71</u>	<u>(3,975,559.78)</u>
	TOTAL CASH	<u>45,556,061.47</u>	<u>200,092,628.19</u>	<u>228,772,761.49</u>	<u>16,875,928.17</u>
Other Assets					
11402	DUE FROM BAD CHECKS	920.07	23.60	58.60	885.07
	Total Other Assets	<u>920.07</u>	<u>23.60</u>	<u>58.60</u>	<u>885.07</u>

Hamilton County Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
TOTAL ASSETS		45,556,981.54	200,092,651.79	228,772,820.09	16,876,813.24
Other Assets					
11102	CLERK & MASTER	0.00	0.00	0.00	0.00
Total Other Assets		0.00	0.00	0.00	0.00
TOTAL ASSETS		45,556,981.54	200,092,651.79	228,772,820.09	16,876,813.24
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(14,179,656.97)	36,256,131.94	24,727,254.75	(2,650,779.78)
22251	FOOD SERVICE	(2,995,637.99)	1,146,887.94	1,553,151.44	(3,401,901.49)
22255	BOE PAYROLL	(381,624.84)	17,652,863.56	17,467,886.51	(196,647.79)
22256	BOE SELF INSURANCE	983,319.50	4,607,834.76	6,909,317.87	(1,318,163.61)
22257	CAPITAL MAINTENANCE	(625,402.36)	119,340.28	121.89	(506,183.97)
22401	EXCESS FEES	(2,299,971.64)	2,370,249.54	313,712.16	(243,434.26)
22407	PAYROLL COUNTY	(835,166.81)	7,030,299.31	6,994,619.20	(799,486.70)
22408	STORMWATER	(1,189,852.76)	41,989.92	19,615.82	(1,167,478.66)
22409	DRUG COURT	(1,312.68)	55,885.63	51,582.81	2,990.14
22410	COUNTY GENERAL	(499,922.10)	34,800,457.61	35,930,710.81	(1,630,175.30)
22412	GENERAL DEBT SERVICE	(522.00)	133,979.94	134,023.19	(565.25)
22413	OPEB TRUST	12,453.78	2.59	0.00	12,456.37
22414	EMPLOYEES RETIREMENT	(119,110.38)	10,931.38	10,023.40	(118,202.40)
22415	TEACHERS RETIREMENT	(4,013.55)	600.00	299.00	(3,712.55)
22416	LAW LIBRARY	(372.11)	4,249.99	4,367.35	(489.47)
22418	ECONOMIC CRIMES	(500.20)	10,262.47	10,262.37	(500.10)
22419	GEN GOV'T BOND PROJECTS	460,019.79	402,776.49	13,766.97	849,029.31
22420	CAPITAL PROJECTS	(9,936.93)	55,668.00	55,577.18	(9,846.11)
22421	INDUSTRIAL DEVELOPMENT	(2,500.09)	3,394,900.90	3,394,947.60	(2,546.79)
22422	RIVERWALK/FISHING PIER	23,614.20	1,497,005.14	1,525,619.80	(5,000.46)
22423	RECREATION CAPITAL PROJECTS	4.38	199,451.18	4,418.61	195,036.95
22426	SELF INSURANCE	(2,506.49)	5,030,841.34	5,030,807.40	(2,472.55)
22428	LIABILITY INSURANCE	(2,500.01)	22,882.83	22,883.15	(2,500.33)
22430	HOTEL/MOTEL	(402,779.13)	402,779.13	401,905.31	(401,905.31)

Hamilton County Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22434	JUVENILE COURT CLERK AGENCY	(723.83)	331,153.35	334,502.72	(4,073.20)
22435	FACILITY BONDS-SERIES 2010A	(2,810.98)	0.00	0.59	(2,811.57)
22436	BOND FUND-SERIES 2010B	(878,870.63)	5,284.20	182.14	(873,768.57)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	(0.03)	0.00	0.00	(0.03)
22449	SCHOOL CAPITAL PROJECTS FUND	247,104.62	1,230,135.69	2,523,810.35	(1,046,570.04)
22461	CRIMINAL COURT	2,000,302.23	196,165.09	2,698,269.68	(501,802.36)
22462	CRIMINAL COURT SESSIONS	(4,241,503.12)	4,496,695.23	431,311.99	(176,119.88)
22463	DELINQUENT COLLECTIONS	1,421,604.82	49,301.01	1,708,903.62	(237,997.79)
22470	2013A BOND	(537.97)	0.00	0.11	(538.08)
22471	2013B BOND REFUNDING	(446.55)	445.92	0.09	(0.72)
22472	LINE OF CREDIT	(68,145.55)	2,523,729.61	2,500,010.69	(44,426.63)
22483	SHERIFF	(4,547.48)	3,663,377.19	3,663,336.98	(4,507.27)
22484	DRUG ENFORCEMENT-SHERIFF	(467.44)	40,080.22	40,088.51	(475.73)
22485	TN STATE SEX OFFENDER	(61,509.16)	1,931.14	9,588.28	(69,166.30)
22489	SHERIFF'S SPECIAL PROJECTS	(22,036.42)	4,564.15	4.31	(17,476.58)
22498	SYMPRO INVESTMENT POOL	(14,216,850.14)	62,830,421.54	49,462,966.38	(849,394.98)
Total Cash Held for Hamilton County Funds		<u>(37,903,315.02)</u>	<u>190,621,556.21</u>	<u>167,949,851.03</u>	<u>(15,231,609.84)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(747.36)	0.00	5.72	(753.08)
23301	PROPERTY TAX SALE	0.00	0.00	728,990.47	(728,990.47)
23302	PARTIAL TAXES-PENDING PAYMENT	(10,211.97)	0.00	9,409.28	(19,621.25)
Total Cash Held for Others		<u>(28,495.36)</u>	<u>0.00</u>	<u>738,405.47</u>	<u>(766,900.83)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	419.33	7,264,779.00	7,263,940.66	1,257.67
22800	INTEREST PAYMENT FUTURE	(0.00)	9,437.02	9,437.02	(0.00)
Total Clearing Account Activity		<u>419.33</u>	<u>7,274,216.02</u>	<u>7,273,377.68</u>	<u>1,257.67</u>
Liabilities not Applicable					

Hamilton County Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22200	VENDOR-SYSTEM	(261,540.63)	717,854.83	457,977.24	(1,663.04)
22205	OTHER	(0.00)	0.00	0.00	(0.00)
22400	TEMPORARY CASH TRANSFER	0.00	14,000,000.00	14,000,000.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
Total Liabilities not Applicable		<u>(295,438.29)</u>	<u>14,717,854.83</u>	<u>14,457,977.24</u>	<u>(35,560.70)</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	412,478.82	412,478.82	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	8,201.27	8,201.27	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>(0.00)</u>	<u>420,680.09</u>	<u>420,680.09</u>	<u>(0.00)</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	(0.00)	2,268,357.85	2,268,357.85	(0.00)
22702	OSAP TAX	0.00	96,909.43	96,909.43	(0.00)
22703	IN LIEU OF TAX	0.00	420,291.12	420,291.12	0.00
22704	PERSONALTY TAX	0.00	321,920.51	321,920.51	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(0.00)	55,872.15	55,872.15	(0.00)
22712	OSAP TAX I&P	0.00	1,459.71	1,459.71	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(0.00)	7,599.51	7,599.51	0.00
22721	PROPERTY TAX REFUNDS	0.00	130,533.95	130,533.95	0.00
22724	PERSONALTY TAX REFUND	0.00	7,322.03	7,322.03	0.00
22731	PROPERTY TAX I&P REUND	0.00	49.68	49.68	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	10.80	10.80	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	60,689.98	60,689.98	0.00
Total		<u>(0.00)</u>	<u>3,371,016.72</u>	<u>3,371,016.72</u>	<u>(0.00)</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>(0.00)</u>	<u>3,371,016.72</u>	<u>3,371,016.72</u>	<u>0.00</u>

Hamilton County Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total Clearing Account Activity - County Funds		<u>(0.00)</u>	<u>3,791,696.81</u>	<u>3,791,696.81</u>	<u>(0.00)</u>
Cash Held for Municipalities					
Key: 0001010 CITY OF EAST RIDGE					
22701	PROPERTY TAX	(1,581,912.52)	1,581,912.52	129,595.79	(129,595.79)
22702	OSAP TAX	(150,370.37)	150,370.37	1,628.46	(1,628.46)
22704	PERSONALTY TAX	(96,254.88)	96,254.88	31,011.36	(31,011.36)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(4,362.76)	4,362.76	2,703.13	(2,703.13)
22712	OSAP TAX I&P	(349.32)	349.32	24.42	(24.42)
22714	PERSONALTY TAX I&P	(6.86)	6.86	460.34	(460.34)
22721	PROPERTY TAX REFUNDS	1,296.57	6,635.22	1,296.57	6,635.22
22724	PERSONALTY TAX REFUND	34.27	10.87	34.27	10.87
22731	PROPERTY TAX I&P REUND	4.81	9.60	4.81	9.60
22751	HOTEL MOTEL OCCUPANCY TAX	(22,687.05)	22,687.05	22,110.29	(22,110.29)
22755	SANITATION	(375,284.99)	375,284.99	34,513.86	(34,513.86)
22756	SANITATION I & P	(2,453.91)	2,453.91	1,186.63	(1,186.63)
22799	COMM DUE ON TAX COLLECTED	36,865.28	3,396.68	36,865.29	3,396.67
Total Cash Held for Municipalities		<u>(2,195,481.73)</u>	<u>2,243,735.03</u>	<u>261,435.22</u>	<u>(213,181.92)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(2,195,481.73)</u>	<u>2,243,735.03</u>	<u>261,435.22</u>	<u>(213,181.92)</u>

Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(762,740.27)	762,740.27	69,749.26	(69,749.26)
22702	OSAP TAX	(101,615.84)	101,615.84	804.32	(804.32)
22704	PERSONALTY TAX	(23,418.11)	23,418.11	3,651.22	(3,651.22)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,601.94)	1,601.94	1,101.49	(1,101.49)
22712	OSAP TAX I&P	0.00	0.00	12.07	(12.07)
22714	PERSONALTY TAX I&P	(94.09)	94.09	75.28	(75.28)
22721	PROPERTY TAX REFUNDS	135.27	2,161.66	135.27	2,161.66

Hamilton County

Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	6.09	0.00	6.09	0.00
22741	STORMWATER FEES	(93,384.00)	93,384.00	6,592.99	(6,592.99)
22742	STORMWATER FEES I&P	(220.32)	220.32	118.45	(118.45)
22755	SANITATION	(238,230.21)	238,230.21	30,086.58	(30,086.58)
22756	SANITATION I & P	(1,265.21)	1,265.21	803.65	(803.65)
22799	COMM DUE ON TAX COLLECTED	18,722.62	1,531.77	18,722.63	1,531.76
Total		<u>(1,203,706.01)</u>	<u>1,226,263.42</u>	<u>131,859.30</u>	<u>(109,301.89)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(1,203,706.01)</u>	<u>1,226,263.42</u>	<u>131,859.30</u>	<u>(109,301.89)</u>

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(1,095,674.64)	1,095,674.64	74,336.62	(74,336.62)
22702	OSAP TAX	(92,647.56)	92,647.56	900.02	(900.02)
22704	PERSONALTY TAX	(69,214.23)	69,214.23	4,241.87	(4,241.87)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(5,386.65)	5,386.65	2,291.51	(2,291.51)
22712	OSAP TAX I&P	(7.94)	7.94	13.50	(13.50)
22714	PERSONALTY TAX I&P	(237.36)	237.36	75.32	(75.32)
22721	PROPERTY TAX REFUNDS	366.50	3,625.37	366.50	3,625.37
22724	PERSONALTY TAX REFUND	0.00	5.88	0.00	5.88
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	25,256.06	1,564.55	25,256.04	1,564.57
Total		<u>(1,237,545.82)</u>	<u>1,268,364.18</u>	<u>107,481.38</u>	<u>(76,663.02)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(1,237,545.82)</u>	<u>1,268,364.18</u>	<u>107,481.38</u>	<u>(76,663.02)</u>

Key: 0001040 COLLEGEDALE MUNICIPAL

22701	PROPERTY TAX	(1,452,938.68)	1,452,938.68	63,172.12	(63,172.12)
22702	OSAP TAX	(73,619.03)	73,619.03	410.95	(410.95)
22703	IN LIEU OF TAX	(64,499.89)	64,499.89	0.00	0.00

Hamilton County

Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22704	PERSONALTY TAX	(607,899.50)	607,899.50	2,209.59	(2,209.59)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,823.83)	1,823.83	1,517.53	(1,517.53)
22712	OSAP TAX I&P	0.00	0.00	6.17	(6.17)
22714	PERSONALTY TAX I&P	0.00	0.00	20.46	(20.46)
22721	PROPERTY TAX REFUNDS	0.00	5,762.73	0.00	5,762.73
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(72.85)	442.53	418.18	(48.50)
22799	COMM DUE ON TAX COLLECTED	44,016.35	1,231.97	44,016.35	1,231.97
Total		<u>(2,156,837.43)</u>	<u>2,208,218.16</u>	<u>111,771.35</u>	<u>(60,390.62)</u>
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(2,156,837.43)</u>	<u>2,208,218.16</u>	<u>111,771.35</u>	<u>(60,390.62)</u>

Key: 0001050 RIDGESIDE MUNICIPAL

22701	PROPERTY TAX	(36,931.60)	36,931.60	2,880.25	(2,880.25)
22702	OSAP TAX	(4,798.94)	4,798.94	41.29	(41.29)
22704	PERSONALTY TAX	(5.07)	5.07	112.48	(112.48)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(257.79)	257.79	42.18	(42.18)
22712	OSAP TAX I&P	0.00	0.00	0.62	(0.62)
22714	PERSONALTY TAX I&P	(0.96)	0.96	1.68	(1.68)
22799	COMM DUE ON TAX COLLECTED	839.90	61.57	839.89	61.58
Total		<u>(41,154.46)</u>	<u>42,055.93</u>	<u>3,918.39</u>	<u>(3,016.92)</u>
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>(41,154.46)</u>	<u>42,055.93</u>	<u>3,918.39</u>	<u>(3,016.92)</u>

Key: 0001060 LAKESITE

22701	PROPERTY TAX	(30,537.44)	30,537.44	1,864.84	(1,864.84)
22702	OSAP TAX	(494.46)	494.46	27.76	(27.76)
22704	PERSONALTY TAX	(912.95)	912.95	73.33	(73.33)

Hamilton County Trustee Report

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(55.68)	55.68	26.20	(26.20)
22712	OSAP TAX I&P	0.00	0.00	0.41	(0.41)
22714	PERSONALTY TAX I&P	0.00	0.00	3.92	(3.92)
22721	PROPERTY TAX REFUNDS	0.00	113.92	0.00	113.92
22799	COMM DUE ON TAX COLLECTED	640.01	37.65	640.01	37.65
Total		<u>(31,360.52)</u>	<u>32,152.10</u>	<u>2,636.47</u>	<u>(1,844.89)</u>
Total for Org Key: 0001060 LAKESITE		<u>(31,360.52)</u>	<u>32,152.10</u>	<u>2,636.47</u>	<u>(1,844.89)</u>
 Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(86,185.39)	86,185.39	9,548.28	(9,548.28)
22702	OSAP TAX	(2,750.18)	2,750.18	54.14	(54.14)
22704	PERSONALTY TAX	(2,586.95)	2,586.95	2,044.46	(2,044.46)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(101.94)	101.94	551.46	(551.46)
22712	OSAP TAX I&P	(30.84)	30.84	0.81	(0.81)
22714	PERSONALTY TAX I&P	0.00	0.00	6.20	(6.20)
22721	PROPERTY TAX REFUNDS	0.00	129.99	0.00	129.99
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	1,833.11	241.51	1,833.11	241.51
Total		<u>(89,822.19)</u>	<u>92,026.80</u>	<u>14,038.46</u>	<u>(11,833.85)</u>
Total for Org Key: 0001070 WALDEN MUNICIPAL		<u>(89,822.19)</u>	<u>92,026.80</u>	<u>14,038.46</u>	<u>(11,833.85)</u>
 Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(374,244.04)	374,613.73	368,136.12	(367,766.43)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
Total Key: 0001080 CITY OF CHATTANOOGA		<u>(374,244.04)</u>	<u>374,613.73</u>	<u>368,136.12</u>	<u>(367,766.43)</u>
Total for Org Key: 0001080 CITY OF CHATTANOOGA		<u>(374,244.04)</u>	<u>374,613.73</u>	<u>368,136.12</u>	<u>(367,766.43)</u>

**Hamilton County
Trustee Report**

For the Date Range: 03/01/2015 to 03/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	TOTAL CASH HELD FOR MUNICIPALITIES	(7,330,152.20)	7,908,109.44	1,421,956.78	(843,999.54)
	TOTAL LIABILITIES AND EQUITY	(45,556,981.54)	223,892,753.22	195,212,584.92	(16,876,813.24)
	Total for Report:	0.00	423,985,405.01	423,985,405.01	(0.00)



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: April 10, 2015

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

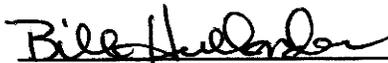
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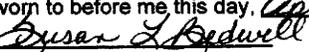
Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

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

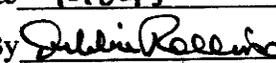
Prepared:jw

	March 2015	YTD March 2015
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	60,000.00
44201 - STATUTORY FEES 1%	171,577.40	1,674,808.24
44202 - STATUTORY FEES 2%	140,140.29	5,454,302.78
44203 - STATUTORY FEES OTHER	1,855.80	11,268.34
44204 - DELINQUENT TAX FEES	35,740.74	257,092.54
46112 - INTEREST	1,446.44	4,603.70
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	350,760.67	7,462,075.60
EXPENDITURES		
51001 - SALARIES	59,744.97	591,608.74
51001 - CONTRACT EMPLOYEE	576.00	1,568.00
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	354.88	2,555.00
53037 - SPECIAL LEGAL SERVICES	84.48	96.48
53042 - MEETINGS, SEMINARS, ETC.	-	285.00
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	100.86
53047 - MEMBERSHIPS	-	810.00
53049 - PARKING	805.44	3,523.80
53050 - MISC PURCHASED SERVICE	186.12	1,107.90
53051 - CONTRACT LEGAL SERVICES	194.89	1,307.06
53059 - SECURITY SERVICES	642.14	5,641.00
53065 - BANK ANALYSIS FEE	15,848.01	109,898.82
54001 - OFFICE SUPPLIES & FORMS	-	10,073.35
54002 - SMALL TOOLS & MINOR FURNITURE	-	4,823.20
54004 - KITCHEN FOOD & SUPPLIES	232.50	939.70
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	275.00
57007 - PERFORMANCE & SURETY BONDS	50.00	112.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,020,479.28
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	426.96	2,959.30
59022 - SOFTWARE AND SUPPLIES	-	737.20
59092 - MISC REFUNDS	-	1,526.65
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	(19.87)	4,411.35
ADJUSTMENTS	-	-
Total EXPENDITURES:	79,126.52	1,764,839.69
Revenues over (under) Expenditures	271,634.15	5,697,235.91
Excess Fees at Beginning of Period	6,199,560.24	773,958.48
Excess Fees at End of Period	6,471,194.39	6,471,194.39


 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, April 9, 2015

 Notary Public
 My Commission Expires 6/20/18



RECEIVED
 Date 4-10-15
 By 
 W.F. (Bill) Knowles
 County Clerk

**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 3/31/15**

CALL - Called Investment
 CD - Certificate of Deposit
 FHLB - Federal Home Loan Bank
 FHLMC-Federal Home Loan Mortgage Corp.
 GFB-Government Funds Savings
 INT- Interest
 INV - Invested
 LGIP - Local Government Investment Pool
 MAT - Matured
 WITH - Withdrawal

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
	BALANCE						166,439,161	-	62,000,000
1/7/2015	Investment Pool	WITH		GFB			(5,000,000)		
1/9/2015	Investment Pool	INV	1/9/2017	FHLMC		0.90			5,000,000
1/12/2015	Investment Pool	WITH		GFB			(10,000,000)		
1/15/2015	Investment Pool	CALL	10/14/2016	FHLB	10,000.00	0.80			(5,000,000)
	Investment Pool	INV		GFB			5,000,000		
1/23/2015	Investment Pool	INT		FHLMC	5,500.00				
1/26/2015	Investment Pool	MAT	1/24/2015	CD	17,200.00	0.43			(4,000,000)
	Investment Pool	INV		GFB			4,000,000		
	Revolving Credit Account #2	WITH		GFB			(1,400,000)		
1/27/2015	Revolving Credit Account #2	WITH		GFB			(1,900,000)		
1/31/2015	Investment Pool	INT		GFB	22,667.73		22,668		
	2010A Recovery Zone Bonds	INT		GFB	517.38		517		
	Revolving Credit Account #2	INT		GFB	3,779.90		3,780		
	Teachers Retirement	INT		GFB	0.18		0.18		
2/11/2015	Investment Pool	WITH		GFB			(6,000,000)		
2/12/2015	Investment Pool	WITH		GFB			(5,000,000)		
2/13/2015	Investment Pool	INV	2/13/2017	FHLMC		0.75			5,000,000
2/17/2015	Investment Pool	INV	2/17/2017	FHLMC		0.70			5,000,000

**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 3/31/15**

CALL - Called Investment
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DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
	Investment Pool	INV		GFB			10,000,000		
2/19/2015	Investment Pool	INV		GFB			15,000,000		
2/23/2015	Investment Pool	INV		GFB			18,000,000		
2/25/2015	Investment Pool	WITH		GFB			(10,000,000)		
2/26/2015	Investment Pool	INV	8/26/2016	FHLB		0.625			5,000,000
2/27/2015	Investment Pool	INV	2/27/2017	FHLMC		0.80			5,000,000
	Investment Pool	INV		GFB			15,000,000		
2/28/2015	Investment Pool	INT		GFB	21,604.620		21,605		
	2010A Recovery Zone Bonds	INT		GFB	467.39		467		
	Revolving Credit Account #2	INT		GFB	2,996.95		2,997		
	Teachers Retirement	INT		GFB	0.16		0.16		
3/5/2015	Investment Pool	MAT		CD	16,800.00	0.42			(4,000,000)
	Investment Pool	INV		GFB			4,000,000		
3/10/2015	Revolving Credit Account #2	WITH		GFB			(2,500,000)		
3/16/2015	Investment Pool	WITH		GFB			(5,003,000)		
3/17/2015	Investment Pool	INV	3/17/2017	FHLB		0.95			5,000,000
3/20/2015	Investment Pool	INV		GFB			10,000,000		
	Investment Pool	INT		FHLMC	14,000.00				
3/27/2015	Investment Pool	WITH		GFB			(10,000,000)		
3/30/2015	Investment Pool	INV	3/30/2017	FHLMC		0.90			10,000,000

**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 3/31/15**

CALL - Called Investment
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 WITH - Withdrawal

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
3/31/2015	Investment Pool	INT		GFB	29,683.20		29,683		
	2010A Recovery Zone Bonds	INT		GFB	517.55		518		
	Revolving Credit Account #2	INT		GFB	3,017.21		3,017		
	Teachers Retirement	INT		GFB	0.18		0.18		
	BALANCE						190,721,413	-	89,000,000

Interest Earnings to 3/31/15

Stormwater	1,732.53
County General	222,225.73
Debt Service	1,957.31
OPEB Trust	93,451.95
Employees Retirement	19,889.49
Teachers Retirement	1.75
Law Library	285.92
Economic Crimes	153.61
Gen. Govt. Bond Projects	(1,196.87)
Capital Projects	18,774.96
Industrial Development	4,922.44
Riverwalk	1,390.00
Recreation Capital Projects	(132.49)
Self Insurance	13,880.98
Liability Insurance	27,482.45
Hotel Motel	461.94
Juvenile Court Clerk	1,422.41
2010A Recovery Zone Bonds	5,560.03
2010B Taxable Bonds	1,645.55
2010C Recovery Zone E. D. Bonds	0.01
2011 Bond Issue	0.25
School Capital Projects	2,641.24
Criminal Court	1,492.11
2013A Bond Issue	0.47
2013B Refunding Bonds	3.65
Line of Credit	982.03
Line of Credit #2	37,799.97
Sheriff	4,639.15
Drug Enforcement	1,352.16
TN State Sexual Offenders	108.81
Sheriff's Special Projects	14.64
School	34,984.14
Investment Pool	-
TOTAL	<u><u>497,928.32</u></u>

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: December 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 135,530.04		\$ 135,530.04
Sessions Division	43,612.43		43,612.43
Delinquent Collections		\$ 65,450.81	65,450.81
Interest			
Criminal Division	(433.86)		(433.86)
Sessions Division	878.31		878.31
Delinquent Collections		305.41	305.41
Computer Service fees			
Criminal Division	1,628.00		1,628.00
Sessions Division	2,262.64		2,262.64
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	183,477.56	65,756.22	249,233.78
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	80,624.31		80,624.31
Sessions Division	108,175.55		108,175.55
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,195.75	5,195.75
Other operating expenditures			
Criminal Division			-
Delinquent Collections		816.76	816.76
Other - Adjustments			
Criminal Division	(6,311.39)		(6,311.39)
Sessions Division	(8,323.71)		(8,323.71)
Delinquent Collections		14,635.10	14,635.10
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	174,164.76	33,254.01	207,418.77
REVENUES OVER (UNDER) EXPENDITURES	9,312.80	32,502.21	41,815.01
BALANCE AT THE BEGINNING OF MONTH	32,809.58	99,639.15	132,448.73
BALANCE AT THE END OF MONTH	\$ 42,122.38	\$ 132,141.36	\$ 174,263.74

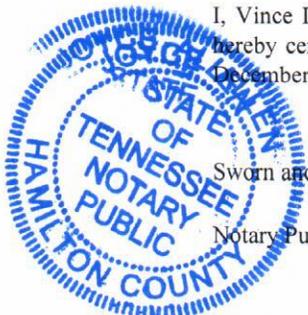
I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for December 2014.

Vince Dean
Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 16 day of April, 2015

Notary Public Joyce Allen

My Commission Expires: 1-21-18



revised

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: January 2015

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 137,088.16		\$ 137,088.16
Sessions Division	52,334.81		52,334.81
Delinquent Collections		\$ 52,942.02	52,942.02
Interest			
Criminal Division	(423.41)		(423.41)
Sessions Division	864.07		864.07
Delinquent Collections		(301.20)	(301.20)
Computer Service fees			
Criminal Division	1,822.00		1,822.00
Sessions Division	2,483.25		2,483.25
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	194,168.88	52,640.82	246,809.70
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	115,475.84		115,475.84
Sessions Division	163,044.96		163,044.96
Delinquent Collections		17,329.70	17,329.70
Employee Benefits - Delinquent Collections		8,467.54	8,467.54
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,216.28	1,216.28
Other - Adjustments			
Criminal Division	(6,449.94)		(6,449.94)
Sessions Division	(8,654.04)		(8,654.04)
Delinquent Collections		15,103.98	15,103.98
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	263,416.82	42,117.50	305,534.32
REVENUES OVER (UNDER) EXPENDITURES	(69,247.94)	10,523.32	(58,724.62)
BALANCE AT THE BEGINNING OF MONTH	42,122.38	132,141.36	174,263.74
BALANCE AT THE END OF MONTH	\$ (27,125.56)	\$ 142,664.68	\$ 115,539.12

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for January 2015.

Vince Dean

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 16 day of April, 2015



Notary Public *Joyce Allen*

My Commission Expires: 1-21-18

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: February 2015

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 43,118.49		\$ 43,118.49
Sessions Division	64,581.66		64,581.66
Delinquent Collections		\$ 78,429.69	78,429.69
Interest			
Criminal Division	(421.92)		(421.92)
Sessions Division	862.88		862.88
Delinquent Collections		(292.23)	(292.23)
Computer Service fees			
Criminal Division	620.00		620.00
Sessions Division	2,927.35		2,927.35
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	111,688.46	78,137.46	189,825.92
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	77,209.37		77,209.37
Sessions Division	106,270.89		106,270.89
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,815.96	5,815.96
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,058.63	1,058.63
Other - Adjustments			
Criminal Division	(9,238.07)		(9,238.07)
Sessions Division	(13,078.61)		(13,078.61)
Delinquent Collections		22,316.68	22,316.68
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	161,163.58	41,797.67	202,961.25
REVENUES OVER (UNDER) EXPENDITURES	(49,475.12)	36,339.79	(13,135.33)
BALANCE AT THE BEGINNING OF MONTH	(27,125.56)	142,664.68	115,539.12
BALANCE AT THE END OF MONTH	\$ (76,600.68)	\$ 179,004.47	\$ 102,403.79

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for February 2015.

Vince Dean

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 16 day of April, 2015.



Notary Public *Joyce Allan*

My Commission Expires: 1-21-18



Hamilton County Board of Commissioners RESOLUTION

No. 515-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BOND OF DEPUTY SHERIFF, 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 person named on the attached listing labeled "**THE BOND OF DEPUTY SHERIFF**" has presented the bond 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; and

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

1. That the persons named on the listing labeled "**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**" are hereby approved as applicants therefore; and
2. That the person named on the listing labeled "**THE BOND OF DEPUTY SHERIFF**" is accepted and the bond therefore is 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 listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 6, 2015**

NAME	RESIDENCE	BUSINESS
C. Allshouse	9504 Timber Log Dr. Chattanooga, TN 37421 423-503-0850	Southeast Tennessee Legal 821 Houston St. Chattanooga, TN 37403 423-756-0218
Mary E. Ancona	190 N. Crest Rd, #3 Chattanooga, TN 37404 423-902-2583	Hutton 736 Cherry St. Chattanooga, TN 37402 423-756-9267
Ryan Archer	563 S. Crest Rd, Apt. 5 Chattanooga, TN 37404 423-737-7829	Stansell Electric 4325 Jersey Pike Chattanooga, TN 37416 423-710-3696
Brandi M. Blankenship	103 Viston Ave. Chattanooga, TN 37411 423-364-9395	Estes Equipment Company, Inc. 2007 Polk St. Chattanooga, TN 37408 423-756-0090
Amanda D. Brady	8220 Oak Dr. Chattanooga, TN 37421 207-991-8431	Cash Express, LLC 3216A Dayton Blvd. Red Bank, TN 37415 423-876-8664
Angel J. Camacho	P.O. Box 3563 Chattanooga, TN 37412 423-260-5317	Agencia Ebenezer 2109 E. Main St. Chattanooga, TN 37404 423-531-7685
Marlene Case	1421 Cloverdale Cir, Apt. 114 Hixson, TN 37343 423-458-2909	Einsteins Bagel 7737 E. Brainerd Rd. Chattanooga, TN 37421 423-355-5380
Mariela Cruz	2508 Fescue Place, Apt. B Dalton, GA 30721 706-463-9244	Chambliss, Bahner, & Stophel 605 Chesnut St, Ste. 1700 Chattanooga, TN 37450 423-756-3000
Chris D. Dover	5816 Clark Road Harrison, TN 37341 423-760-1084	Kelly Subaru 900 Riverfront Pkway Chattanooga, TN 37402 423-490-0181
A. R. Dunkin	1213 Aladdin Rd. Lookout Mtn, GA 30750 706-841-1525	Serodino, Inc. 100 Hamm Rd. Chattanooga, TN 37405 423-266-1855

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 6, 2015**

NAME	RESIDENCE	BUSINESS
Jill Foshee	8403 Summers Park Lane Soddy Daisy, TN 37379 423-637-6485	Inova Payroll 5720 Skurlock Rd. Chattanooga, TN 37411 423-648-3022
Anne H. Fricker	1104 Panorama Dr. Chattanooga, TN 37421 423-280-6905	Ham Co Clerk & Master 625 Georgia Ave, Rm. 300 Chattanooga, TN 37402 423-209-6645
Lyndia M. Fryar	3606 12th Ave. Chattanooga, TN 37407 423-322-5396	Retired N/A N/A N/A
Sally Gagliardi	561 Stapp Dr. Ringgold, GA 30736 706-980-1598	First Tennessee Bank 4430 Hwy 58 Chattanooga, TN 37416 423-954-2550
Sharon Gann	545 East Garden Farm Rd. Rossville, GA 30741 706-866-5399	Parallon-HCA-HSC-Parkridge 2333 McCallie Ave. Chattanooga, TN 37404 423-493-1738
Carisa Gasaway	10823 Lovell Rd. Soddy Daisy, TN 37379 423-451-7665	Marlin Financial & Leasing 6009 Ridgeview Circle Hixson, TN 37343 423-843-0115
Jaclyn Gilbert	2212 S. Cedar Lane, Apt. 214 Ft. Ogelthorpe, GA 30742 239-560-3859	Law Office of J.G. Woodward 701 Market St, Ste. 1610 Chattanooga, TN 37402 706-937-6137
Barbara Graham	138 Palo Verde Terrace Chattanooga, TN 37404 423-760-6058	Pilgrims Pride 1300 Market St. Chattanooga, TN 37402 423-242-6572
Patrick Hamilton	719 Mansion Circle, Apt. G Chattanooga, TN 37405 703-489-9106	First Tennessee Bank 1 Cherokee Blvd. Chattanooga, TN 37405 423-209-2640
Joyce F. Hamilton	619 Colville St. Chattanooga, TN 37405 423-265-5807	Mitchell Industrial Tire Co. 2915 8th Ave. Chattanooga, TN 37407 423-698-4442

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**MAY 6, 2015**

NAME	RESIDENCE	BUSINESS
Chrishanna N. Harper	5225 Old Hixson Pike, Apt. C303 Hixson, TN 37343 423-313-3060	First Tennessee Bank 701 Market St. Chattanooga, TN 37402 423-757-4032
Alexandria Hickman	167 Willow Creek Dr. Soddy Daisy, TN 37379 423-667-9898	Long of Chattanooga 6035 International Dr. Chattanooga, TN 37421 423-855-5664
Sara Huffine	8015 Plaxco Dr. Chattanooga, TN 37421 703-994-6194	Smarthomes Chattanooga 3861 Hixson Pike Chattanooga, TN 37415 423-877-8195
Emily B. James	11 Clift Trail Rossville, GA 30741 423-400-3481	FSG Bank 5188 Highway 153 Hixson, TN 37343 423-308-6101
Burt Johnson	6672 Grapeshot Dr. Hixson, TN 37343 423-394-0338	City of Soddy Daisy 9835 Dayton Pike Soddy Daisy, TN 37379 423-332-5323
Mark Jolley	1370 Orbit Dr. Hixson, TN 37343 423-667-1714	U.S. Xpress, Inc. 4080 Jenkins Rd. Chattanooga, TN 37421 423-510-3483
Nicole Lamacchia	2719 Walker Rd. Chattanooga, TN 37421 423-356-0101	Pioneer Title Agency 513 Georgia Ave. Chattanooga, TN 37403 423-756-8221
Patricia M. Larsen	3871 Hearthstone Circle Chattanooga, TN 37415 423-508-8244	J. Walter Sledge, M.D. PLLC 2339 McCallie Ave, Ste. 204 Chattanooga, TN 37404 423-629-6995
Zack LeQuire	4080 Jenkins Rd. Chattanooga, TN 37421 423-596-5310	U.S. Xpress, Inc. 4080 Jenkins Rd. Chattanooga, TN 37421 423-510-3448
Carey Lewter	209 N. Victor Dr. Flintstone, GA 30725 423-315-6799	Stansell Electric Company, Inc. 4232 Jersey Pike, Ste. A Chattanooga, TN 37416 423-710-3696

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 6, 2015**

NAME	RESIDENCE	BUSINESS
Sarah Lipp	217 Flora Circle Chattanooga, TN 37415 423-322-1268	Mountain Management 5600 Brainerd Rd, Ste. 500 Chattanooga, TN 37411 423-495-6889
Anthony Magaraci	40 Jessica Ln. Ringgold, GA 30736 706-858-7117	Dupont Community CU 7550 East Brainerd Rd, Ste. 107 Chattanooga, TN 37421 423-875-6955
Dawn M. Mason	9006 Potomac Drive Chattanooga, TN 37421 423-485-8963	Carett & Abbott, PLLC 801 Broad St, Ste. 428 Chattanooga, TN 37402 423-265-8804
James W. Matthew	7702 Ridge Bay Dr. Hixson, TN 37343 423-847-6700	Golden Financial 2120 Northgate Park Ln, Ste. 305 Chattanooga, TN 37415 423-847-6700
Deborah Mavity	926 County Road 315 Bryant, AL 35958 423-605-8634	Titan Heating & Air 105 E. Newberry St. Chattanooga, TN 37415 423-386-3030
Tammy Bostick McClintock	5013 Carolyn Lane Chattanooga, TN 37411 423-320-6213	City of Chattanooga 3410 Amnicola Highway Chattanooga, TN 37406 423-493-2885
Beverly McCurdy	1000 Spring Valley Dr. East Ridge, TN 37412 423-553-8981	Ham Co Sheriff's Office 600 Market St. Chattanooga, TN 37402 423-209-7055
Ariana Monterroso	6428 Ramsey Rd. Harrison, TN 37341 423-298-6321	Self Employed Same Same Same
Walter Morgan	4218 Shady Oak Dr. Ooltewah, TN 37363 423-899-3081	Parkridge Valley Hospital 2200 Morris Hill Rd. Chattanooga, TN 37421 423-499-2379
Sarah Mullins	291 S. Cedar Lane Ft. Ogelthorpe, GA 30742 540-493-1154	Tony Holsomback 744 Breezewood Way Chattanooga, TN 37421 423-838-9444

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 6, 2015**

NAME	RESIDENCE	BUSINESS
Janice L. Nelson	3313 Angela Lane Chattanooga, TN 37419 423-825-1229	Bruce A. Hankinson, Attorney 240 Forest Avenue, Ste. 602 Chattanooga, TN 37405 423-266-6889
Woodrow W. Parker	99 Old Tunnel Hill Rd. Ringgold, GA 30736 706-508-3705	Jones Raulston Title Insurance 518 Georgia Ave, Ste. 200 Chattanooga, TN 37403 423-362-4333
Brad Parker	6012 Ringgold Rd. Chattanooga, TN 37412 423-893-9391	Self-Employed Same Same 423-421-3328
Angel Parks	5417 May Circle Hixson, TN 37343 423-505-8355	Cash Express, LLC 5227 Highway 153 Hixson, TN 37343 423-870-7706
Maya Patel	7638 Lee Hwy Chattanooga, TN 37421 423-505-6292	Regions Bank 4538 Highway 58 Chattanooga, TN 37421 423-321-6520
Sheila Payne	13405 Dayton Pike Soddy Daisy, TN 37379 423-332-8106	S & J's Grazeland 13405 Dayton Pike Soddy Daisy, TN 37379 423-285-7367
Debra S. Potter	12311 Apison Pike Apison, TN 37302 423-991-5484	Pioneer Title Agency 513 Georgia Ave. Chattanooga, TN 37403 423-756-8221
Iraj R. Radpour	9013 Old Hixson Pike Soddy Daisy, TN 37379 423-842-8998	Self Employed 5010 Austin Rd. Hixson, TN 37343 423-870-4525
Christine Ridge	2125 North Fork Dr. Soddy Daisy, TN 37379 423-847-9085	Farmers Insurance 6415 Hixson Pike, Ste. C Hixson, TN 37343 423-877-5109
Nichlas Rivers	2826 Benton Ave. Chattanooga, TN 37406 423-364-9544	Suntrust Bank 2401 E. 48th St. Chattanooga, TN 37407 423-867-1102

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 6, 2015**

NAME	RESIDENCE	BUSINESS
Cindy Schultz Rudolph	2507 Allison Dr. Chattanooga, TN 37421 423-314-5954	Erlanger Hospital 979 E. 3rd St, Ste. 401 Chattanooga, TN 37403 423-778-7695
Judy Rufener	7906 Harper Rd. Hixson, TN 37343 423-667-1198	Visalus Same Same 423-667-1198
Loren P. Sheldon	935 Kennington Hill Dr. Hixson, TN 37343 423-421-4147	City of Chattanooga 100 E. 11th St, Ste. 900 Chattanooga, TN 37343 423-643-8250
Ann Shutters	1224 Clermont Dr. Chattanooga, TN 37415 423-875-5023	Dupont Community CU P.O. Box 1058 Hixson, TN 37343 423-875-6955
Gabriela Silva	8111 Bernerwood Dr. Chattanooga, TN 37421 561-856-8727	Ham Co Health Dept 921 E. 3rd St. Chattanooga, TN 37403 423-209-8026
Susan C. Sissom	664 Wilshire Way Chattanooga, TN 37405 423-886-9540	Ham Co Circuit Court Clerk 625 Georgia Ave, Rm. 500 Chattanooga, TN 37405 423-209-6700
Kay Chisolm Smith	1715 Kirby Ave. Chattanooga, TN 37404 423-521-8214	Milligan-Barry 701 Market St, Ste. 1000 Chattanooga, TN 37404 423-634-6116
Barbara Stone	3301 Center St. Chattanooga, TN 37419 423-595-7156	Eric Buchanan & Associates 414 McCallie Avenue Chattanooga, TN 37402 423-634-2506
Denise Thompson	6104 Bermuda Ave East Ridge, TN 37412 423-485-8030	Farm Bureau 7953 E. Brainerd Rd, Ste. 400 Chattanooga, TN 37421 423-892-6211
Wanda F. Threat	2280 Edgmon Forest Ln. Chattanooga, TN 37421 423-892-1388	First Little Friends Same Same 423-596-7687

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MAY 6, 2015

NAME	RESIDENCE	BUSINESS
Wendy S. Tipton	8421 Keystone Circle Chattanooga, TN 37421 423-309-6443	Baker Donelson 633 Chesnut St. Chattanooga, TN 37421 423-209-4112
Brad M. Tucker	8929 Brookhill Dr. Hixson, TN 37343 423-843-9468	Ham Co Criminal Court Clerk 600 Market St, Ste. 102 Chattanooga, TN 37402 423-209-7500
Samantha Vandergriff	810 Poindexter Ave Chattanooga, TN 37412 423-595-0058	Parkridge Medical Center 2333 McCallie Ave Chattanooga, TN 37404 423-698-6061
Marie Walker	2495 Bridge Circle, Apt. 105 Chattanooga, TN 37421 419-889-0794	Baker Donelson 633 Chesnut St, Ste. 1800 Chattanooga, TN 37450 423-209-4134
Veronica E. Walker	P.O. Box 16775 Chattanooga, TN 37416 423-488-7581	Chattanooga Fire Dept. 3200 Amnicola Hwy Chattanooga, TN 37406 423-643-5605
Shelia J. Weightman	6979 Edith Lane Chattanooga, TN 37421 423-999-9281	AAA Auto Club South 2111 Gunbarrel Rd. Chattanooga, TN 37421 423-490-2000
Charles H. Woody	4625 Parker Loop Rd. Birchwood, TN 37308 865-228-2323	Allied Worker's Union 826 Stewart St. Knoxville, TN 37917 865-524-0234
Heidi A. Zelch	1325 Wilson Rd, Lot 11 Rossville, GA 30741 502-649-3021	Ramer & Hedrick, PC 3025 Hickory Valley Rd, Ste. A Chattanooga, TN 30741 423-855-4444
B. B. Guthrie	7316 Brookside Dr. Chattanooga, TN 37421 423-510-0657	Self Employed Same Same Same

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
THE BOND OF DEPUTY SHERIFF
MAY 6, 2015**

The individual listed below has submitted to the County Clerk a bond as required by law.

	<u>Amount of Bond</u>	<u>Date of Oath</u>
David E. Robinson	\$100,000.00	March 27, 2015



SURETY'S BOND NO. 106271138

STATE OF TENNESSEE
COUNTY OF Hamilton
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Deputy Sheriff

KNOW ALL MEN BY THESE PRESENTS:

That David E. Robinson of Soddy Daisy (City or Town),
County of Hamilton Tennessee, as Principal, and Travelers Casualty and Surety Company of America
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
One Hundred Thousand Dollars (\$ 100,000.00) lawful money of the
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns,
each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elect x appointed to the office of Deputy Sheriff of and
for Hamilton County for the 1 year term beginning on the 4th day of April, 2015 and ending on
the 4th day of April, 2016.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said David E. Robinson, Principal, shall:

1. Faithfully perform the duties of the office of Deputy Sheriff of Hamilton County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 27th day of March, 2015.

WITNESS - ATTEST:

PRINCIPAL: David E. Robinson

David E. Robinson

COUNTERSIGNED BY:

Not Needed

Tennessee Resident Agent

SURETY: Travelers Casualty and Surety Company of America

by: Myesha Carmon
Myesha Carmon, Attorney-in-Fact

(Attach evidence of authority to execute bond)

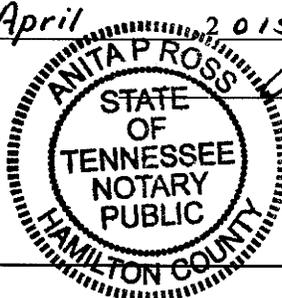
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public, of the State and County aforesaid, personally appeared David E. Robinson,
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act
and deed.

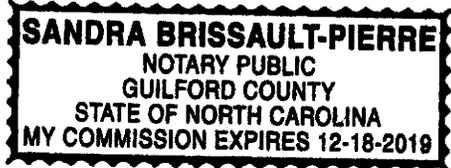
Witness my hand and seal this 6 day of April, 2015.

My Commission Expires: April 8, 2018.



Anita P. Ross
Notary Public

(over)



ACKNOWLEDGEMENT OF SURETY

STATE OF North Carolina
COUNTY OF Greensboro

Before me, a Notary Public, of the State and County aforesaid, personally appeared Myesha Carmon with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Travelers Casualty and Surety Company of America, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 27th day of March, 2015.

My Commission Expires:

DECEMBER 18, 2019

Sandra Brissault Pierre
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by Jim M. Coppinger, County Executive/Mayor of Hamilton County, on this 7 day of April, 2015.

Signed:

Jim M. Coppinger
County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, 2____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on this _____ day of _____, 2____.

SECTION III. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228953

Certificate No. 006255694

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kerry Germanoski, Tyran Hooker, Rhonda Cathey, Frankie Hill, Myesha Carmon, Chad Layne, and Lisa Clark

of the City of Raleigh, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of January, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of January, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
MAY 6, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Bobby Edward Brewer	April 20, 2015
Jason Magnison Stolz	April 20, 2015
Mark Philip Broersma	April 20, 2015
James Michael Plemmons	April 20, 2015
Robert Thomas Pilkington	April 20, 2015
Christopher Lee Porter	April 20, 2015
Amadou Diaw	April 20, 2015
Felix Manuel Rosario	April 20, 2015
Anthony Chavez	April 20, 2015
Jorge Francisco Araiza	April 20, 2015
Jason Eric Kibble	April 20, 2015
Anthony Richard Brown	April 20, 2015
William Timothy Lewis	April 6, 2015
James Daniel Fletcher	April 6, 2015
Brion Paul Posey	April 15, 2015
Brian Lee Blumenberg	April 15, 2015
Casey Andrew Cleveland	April 15, 2015
Gary Dean Frisbee	April 15, 2015
David Lee Allen	April 16, 2015

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W.F. Knowles.....

By Robert C. Dodd.....

Brewer.....
Bobby Edward Brewer

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

.....
W. A. Kowalski

By
Robert E. Davis

.....
Jason Magnison Stolz
Jason Magnison Stolz

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

WJ Kewels.....

By Lolita E. Ridd.....

Mark Broersma.....
Mark Philip Broersma

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W. A. Knowles

By Rebecca E. Dadd


James Michael Plemmons

STATE OF TENNESSEE }
Hamilton County } ss.

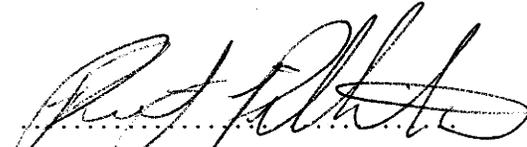
I, Robert Thomas Pilkington....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W.F. Knowlton

By Robert C. Oakes


Robert Thomas Pilkington

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

..... W.F. Knowlton

By Robin C. Dadd


.....
Christopher Lee Porter

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

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

By


.....
Amadou Diaw

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20 day of April, 2015.

W.F. Knowlton

By Robert E. Dods


Felix Manuel Rosario

STATE OF TENNESSEE }
Hamilton County } ss.

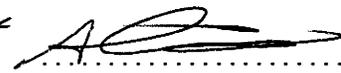
I, Anthony Chavez....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W F Knowles Robt

By Robert E. Dodd


.....
Anthony Chavez

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W. K. Koster

By Kelley E. Oadd


Jorge Francisco Araiza

STATE OF TENNESSEE }
Hamilton County } ss.

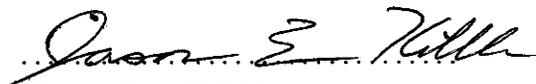
I, **Jason Eric Kibble**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W F Kneewls.....

By Colin E. Dede.....


Jason Eric Kibble

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
20th day of April, 2015.

W.A. Knowles.....

By Robert C. Dodd.....


.....
Anthony Richard Brown

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
6th day of April, 2015.

W. J. Knowles

By Laurie Keyser



William Timothy Lewis
William Timothy Lewis

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
6th day of April, 2015.

W.F. Knowles

By Leanne Keyse



#105
James Daniel Fletcher

James Daniel Fletcher

STATE OF TENNESSEE }
Hamilton County } ss.

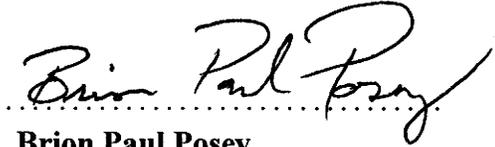
I, **Brion Paul Posey**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed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

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

Sworn to and subscribed before me this
15th day of April, 2015.

W.F. Knewl.....

By Robert C. Dods.....


.....
Brion Paul Posey

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
15th day of April, 2015.

W.F. News

By Robin C. Dodd



B L Blumenberg #271

Brian Lee Blumenberg

STATE OF TENNESSEE }
Hamilton County } ss.

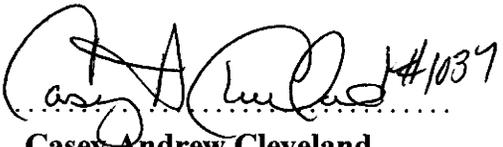
I, Casey Andrew Cleveland....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed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

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

Sworn to and subscribed before me this
15th day of April, 2015.

W.F. Knowls

By Colin E. Oedd


Casey Andrew Cleveland

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
15th day of April, 2015.

.. W. J. Knowls ..

By .. William C. Oedd ..


.....
Gary Dean Frisbee

STATE OF TENNESSEE }
Hamilton County } ss.

I, David Lee 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 Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

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

Sworn to and subscribed before me this
16th day of April, 2015.

By W.F. Knowls

By Robb E. Oodt


David Lee Allen



Hamilton County Board of Commissioners

RESOLUTION

No. 515-2

A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF BART MCKINNEY AS DIRECTOR OF THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT.

WHEREAS, Brian Turner has retired as the Director of Information Technology Services effective May 1, 2015 and created a vacancy in the Information Technology Services Department; and,

WHEREAS, the County Mayor has appointed Bart McKinney as the Director of Information Technology Services, effective May 6, 2015, at Salary Range 84, with an annual salary of \$100,410.27.

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

That the appointment of Bart McKinney as Director of the Information Technology Services Department is hereby confirmed for a salary stated above and becoming effective May 6, 2015.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

Bart McKinney

115 East Seventh St. | Chattanooga TN, 37492 | 423.313.2734 | bartm@hamiltontn.gov

Application Development Manager

SOFTWARE/RDBMS DEVELOPMENT | BUSINESS PROCESS DEVELOPMENT | SYSTEMS INTEGRATION

- **Experienced software develop manager offering 18 years of management success leading all phases of diverse technology projects.**
- **Business strategist;** plan and manage multi-agency projects aligning business goals with technology solutions to drive process improvements.
- **Excellent communicator;** leverage technical and business acumen to communicate effectively with agency leaders and their respective teams.

Skills Summary

Project Management: Custom Software Development Database Design (RDBMS) System Migrations/Integrations Multi-agency Implementations	IT Project Lifecycle: Requirements Analysis ROI Analysis Costing & Budgeting Project Scheduling Testing/QA/Rollout/Support	Value-Added Leadership: Cross-Functional Supervision Team Building & Mentoring User Relations & Presentations Business & IT Planning Vendor Management
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Career Progression

Hamilton County ITS, **Application Development Manager**, 1996 to Present
Hamilton County ITS, **Sr. Systems Analyst**, 1990 to 1996
Hamilton County ITS, **Systems Analyst**, 1986 to 1990
Hamilton County ITS, **Sr. Programmer Analyst**, 1985 to 1986
Container General Corporation (Chattanooga, TN) , **Sr. Programmer Analyst**, 1984 to 1985
Standard Coosa Thatcher (Chattanooga, TN) , **Programmer Analyst**, 1979 to 1984

Achievement Highlights

- Designed, created, and implemented many of Hamilton County's applications systems including Criminal Justice (CJUS), Juvenile Court, Election Commission, and many others.
- Managed the Y2K readiness project for all of Hamilton County's systems.
- Developed and executed a plan to rewrite all of Hamilton County's systems from an IBM Mainframe COBOL/CICS system to a Microsoft Windows client-server system.
- Worked as an analyst and developer on the Methamphetamine Task Force TMIS system which is being used by several states and counties across the country.

Education

AS in Data Processing, Chattanooga State Technical Community College , 1979

Attended University of TN-Chattanooga, 1981- 1982

Hamilton County Personnel Dept., various supervisory and leadership courses throughout tenure



Hamilton County Board of Commissioners RESOLUTION

No. 515-3

A RESOLUTION CONFIRMING THE APPOINTMENT OF ONE MEMBER AND REAPPOINTMENT OF TWO MEMBERS BY THE COUNTY MAYOR TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY FINANCIAL REVIEW COMMITTEE WITH TERMS EXPIRING MAY 6, 2018.

WHEREAS, pursuant to Chapter No. 297 of the Private Acts of 1976 (Chapter 11), as amended by Chapter No. 125 of the Private Acts of 1977 (Section 10), certain members of the Chattanooga-Hamilton County Hospital Authority Financial Review Committee are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has appointed David Queen for a term of three years, beginning May 6, 2015, and ending May 6, 2018; and,

WHEREAS, the County Mayor has reappointed David J. DiStefano and Stephanie Lee Hall for terms of three years, beginning May 6, 2015, and ending May 6, 2018.

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

That the appointment of David Queen and the reappointments of David J. DiStefano and Stephanie Lee Hall by the County Mayor are hereby confirmed for the terms as stated above;

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

David G. Queen, CPA, ChFC, AIF®

2120 Northgate Park Lane, Suite 303

Chattanooga, TN 37415

(423) 875-5338

david.queen@natplan.com

www.qfsc.com

David Queen, President of Queen Financial Services Corporation (QFSC) has over 22 years experience in the financial services industry. In addition, he has practiced as a CPA focusing in tax for over 25 years. He holds a Chartered Financial Consultant certification from the American College. He has an Accredited Financial Consultant Certification through FI360. He also has an MBA degree in Finance and a Series 7 and 24 Securities license. His practice is located in Hixson, Tennessee.

Businesses

Owner, David Queen, CPA

President, Queen Financial Services Corporation

Registered Principal, National Planning Corporation (NPC)

Registrations & Licenses

Certified Public Accountant (CPA) - 1990

Series 7: General Securities Representative - 1993

Series 24: Registered Principal - 2014

Chartered Financial Consultant Certification (ChFC) - 2003

Accredited Investment Fiduciary (AIF®) - 2013

Education

MBA, Finance - UT Chattanooga, 1996

BS, Accounting - UT Chattanooga, 1987

Beta Gamma Sigma Honor Society

Professional/Civic Activities

Tennessee Society of Certified Public Accountants

Estate Planning Council of Chattanooga

City of Chattanooga Audit Committee- Board Member, Chair (2014)

Institute of Management Accountants – Regional Director (97-98), President (1996-97)

Chattanooga Chamber of Commerce -Past President Hixson Council (2006-2007)

Friends of Hixson - Board Member, Chair (2013-2014)

AIM Center - Board Member: Finance Committee

David J. DiStefano, CPA, CMA.
Member, G. R. Rush and Company, PLLC

Mr. DiStefano has 33 years of experience in both public and private accounting, marketing and consulting services. He joined the firm in 1998. Mr. DiStefano is primarily responsible for services to clients in the areas of auditing of financial statements and consultation on general business activities including assistance with information system analysis and implementation, personnel structuring and recruitment, business presentations, strategic services and long-range planning.

Specific expertise in the audit of manufacturing companies, including those that manufactured cigarette labels, onion bags, textile fabric, BB guns, heating elements, furniture parts, grinding wheels and associated products, wood stoves and carpeting. Sales for these companies ranged from \$350,000,000 to \$10,000,000. In addition, non-manufacturing environments include printing and binding company, sewer and water pipe wholesaler, electric motor sales and service and grocery store retailer.

Professional designations - a member of the Tennessee Society of Certified Public Accountants, the American Institute of Certified Public Accountants and the Institute of Management Accountants (formerly the National Association of Accountants) and served the Chattanooga Chapter of the IMA as their President in 1993-94

Education and Certification

University of Notre Dame	Bachelor of Business Administration, Management	1981
University of Tennessee, Knoxville and Chattanooga	Accounting Post-Graduate Studies	1987
Certified Public Accountant - State of Tennessee		1988
Certified Management Accountant		1993

Over 1,000 hours of various Continuing Education programs.

Business and Civic Activities:

Member and past chairman of the Erlanger Hospital Financial Review Board,
Chairman of City of Chattanooga Audit Committee,
United Way Allocation Board service,
Member of St. Elmo Improvement league and 1989 Co-Chairman of Ways and Means committee,
St. Elmo/Alton Park Partners, Inc. – Board member and past Treasurer
Family Theater Workshop, Inc. - Treasurer
Member of Memorial - Hamilton Place YMCA Board of Directors,
Mizpah Congregation – Board member and past Treasurer
Chattanooga City Council representative, 1993 to 1997, Chaired Budget, Legal & Legislative and Public Works Committees.

STEPHANIE LEE HALL

507 Iron Wood Trail
Chattanooga, Tennessee 37421
(423) 313-1212

LEGAL EXPERIENCE

ERMC, Chattanooga, Tennessee, September 2009-Present

Assistant General Counsel

- General corporate representation, including entity formation, management issues and transfers of ownership
- Negotiate and draft company agreements, including diversified service contracts and subcontractor agreements
- Oversee compliance and corporate governance issues, including security licensing
- Assist in the coordination and management of outside counsel and litigation
- Consult with agents and accountants on various issues, including 401(k) plan compliance matters and insurance renewals
- Assist in the handling of various employment matters for over 4,000 employees in over 30 states, including unemployment hearings and EEOC responses
- Advise executive management on general corporate matters and issues
- Assist the General Counsel and Vice President of Risk Management in other general representation matters

Husch Blackwell Sanders LLP, Chattanooga, Tennessee, October 2006 - September 2009

Associate Attorney

Practice Areas: Corporate, Real Estate, Business Transactions, Commercial Finance and Taxation

- General corporate representation, including entity formation, management issues and transfers of ownership
- Primary representation of publicly traded real estate investment trust (shopping center sector)
- Advised clients and drafted documents in connection with various real estate matters, single and multi-property acquisitions and sales, joint venture agreements, loan transactions (including construction loans, commercial mortgage-backed securities loans, loan assumptions and defeasance transactions), commercial leases, general contracts, tax compliance issues and like-kind exchanges
- Served as local counsel for borrowers in connection with the issuance of legal opinions to various lenders
- Coordinated and managed due diligence and closing efforts and assisted in the negotiation of closing documents in connection with the acquisition of multiple regional shopping malls and centers and the associated loan assumptions totaling in excess of \$2 billion

Shumacker Witt Gaither & Whitaker, P.C., Chattanooga, Tennessee, September 2002 - October 2006

Associate Attorney

EDUCATION

University of Denver, Graduate Tax Program - LL.M. 2002 (Masters of Law-Taxation)

University of Cincinnati College of Law - J.D. 2001
Chapin-Thomas Scholar

University of Tennessee at Chattanooga - B.S., Legal Assistant Studies, 1998
Magna Cum Laude

BAR ADMISSION

Tennessee (2002)

PROFESSIONAL AFFILIATIONS

Tennessee Bar Association

Chattanooga Bar Association



Hamilton County Board of Commissioners RESOLUTION

No. 515-4

A RESOLUTION TO CONFIRM THE APPOINTMENT OF ONE MEMBER AND REAPPOINTMENT OF ONE MEMBER BY THE COUNTY MAYOR TO THE HAMILTON COUNTY CITIZENS ADVISORY BOARD FOR RECREATION FOR A TERM ENDING APRIL 17, 2017.

WHEREAS, pursuant to Hamilton County Resolution No. 380-8 and 480-14, certain members of the Hamilton County Citizens Advisory Board for Recreation are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has appointed Michael Kirk to a term of two (2) years beginning, April 17, 2015 and ending April 17, 2017; and,

WHEREAS, the County Mayor has reappointed Gary Haskew to a term of two (2) years beginning April 17, 2015 and ending April 17, 2017.

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

That the appointment of Michael Kirk and reappointment of Gary Haskew is hereby confirmed for the term as stated above;

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

MICHAEL STEPHEN KIRK

6303 Bramblewood Drive, Hixson, Tennessee 37343

423-875-0836

OBJECTIVE: To obtain a management position that will enable me to use my strong organizational skills, educational background, and natural ability to work well with people to get the job done. To utilize extensive management experience (20+ years) and allow career growth through demonstrated performance.

EMPLOYMENT HISTORY:

- 2009 – Present Boyd-Buchanan School, Chattanooga, Tennessee
Director of Operations
- Manage all school maintenance and custodial services
 - Manage the Food Services Department
 - Technology Coordinator
 - Responsible for campus transportation, safety and security
 - Assistant Coach High School Football
- 2008 – 2009 David Brainerd Christian School, Chattanooga, Tennessee
Director of Operations / Dean of Students
- Manage all school maintenance and custodial services
 - Manage school facilities to include buildings and grounds
 - Handle student discipline issues
 - Head Coach High School Basketball and Baseball
- 1989 – 2008 OLAN MILLS, INC., Chattanooga, Tennessee
Senior Programmer Analyst
- Project Manager for corporate automated shipping system utilizing SQL
 - Project member for automated customer service order tracking system utilizing VB.Net
 - Project member for corporate PCI compliance utilizing Agile techniques
 - Managed year-end physical plant inventory utilizing COBOL, Natural, SQL, MS Excel and MS Word
 - Project Manager for companies Y2K code compliance
- 1983 – 1987 U.S. ARMY, Fort Bragg, North Carolina
Morse Signal Intelligence Interceptor, AIRBORNE
- Supervised and performed detection, acquisition, identification and exploitation of foreign communications employing International Morse Code
 - Performed advanced data collection and analysis
 - Trained personnel on the use of data collection equipment
 - *Recognized by brigade leadership for "superior level of technical and tactical expertise and inherent leadership ability...highly respected by subordinates and peers."*
- EDUCATION:** COVENANT COLLEGE, Lookout Mountain, Georgia
Bachelor of Science – Organizational Management
CHATTANOOGA STATE TECHNICAL COMMUNITY COLLEGE, Chattanooga, Tennessee
UNIVERSITY OF TENNESSEE AT KNOXVILLE, Knoxville, Tennessee
- ACTIVITIES:** Member and Past-President Hixson Kiwanis Club
Chairman Friends of Hixson (Community Organization)
Vice-Chairman Hamilton County Health and Safety Board
Hixson High School Alumni Hall of Fame
Middle/High School Athletic Coach 1996-current

GARY HASKEW

755 Black Creek Drive

Chattanooga, Tn 37419

Home (423) 821 5677

Cell (423) 718-2414

PROFESSIONAL EXPERIENCE

CUMULUS BROADCASTING

CHATTANOOGA TENNESSEE 37415

1990 - Current

Co-Host of "SportTalk" Radio WGOW 102.3 FM.....4:00 pm – till 7:00pm Monday- Friday

Area of Responsibility: Scheduling guests, interviewing and conversing with radio guests live on the air for 24 years.

City Dodge

Chattanooga Tn.

1982 – 1994

Sales Manager: Full responsibility of assembling sales staff and training Sales Representatives.

Chayes Dental Equipment

Atlanta, Ga. 30334

1964-1981

Sales Representative

GARY HASKEW

PROFESSIONAL AND PERSONAL AFFILIATIONS

Member of "Greater Chattanooga Sports Hall of Fame—Elected 2001

Board of Directors Member of "The Classic 150 Foundation" Elected 2011

Board of Directors Member of "Engel Stadium Foundation" Elected 2012

President and Chairman of "Black Creek Mountain Club Mens Golf Association" Elected 2012

EDUCATION

Baylor School 1960

University of Tennessee 1961-1962

University of Chattanooga 1963

PERSONAL REFERENCES UPON REQUEST



Hamilton County Board of Commissioners RESOLUTION

No. 515-5

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF TWO MEMBERS TO THE HAMILTON COUNTY BEER BOARD WITH TERM EXPIRING MAY 2, 2018 AND MAY 18, 2019.

WHEREAS, pursuant to T.C.A., Section 57-205, members of the Hamilton County Beer Board are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed George Wright to a term of three (3) years beginning May 2, 2015 and ending May 2, 2018; and,

WHEREAS, the County Mayor has reappointed Don Welch to a term of four (4) years beginning May 18, 2015 and ending May 18, 2019.

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

That the reappointment of George Wright and Don Welch is hereby confirmed for the terms as stated above;

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

George Wright was born and raised in Soddy-Daisy, Tennessee. He graduated from Soddy-Daisy High School in 1973. He started out in carpentry and worked his way into home construction. In October, 1998; George incorporated his company, George Wright Construction, Inc. Five of these fifteen employees have been associated with him for eight or more years. He considers part of his success to the loyalty of his employees.

With 15 employees, five of whom are project superintendents, George Wright feel it is important to work with people who love what they do. As a result, George "Branded" his company with the slogan **"Do Things The Wright Way"**.

George Wright Construction, Inc. isn't an easy company to pin down with commercial work, residential, custom homes and remodeling work. However, that diversification has helped to create a solid customer base in the current economy.

The price range of work is also diverse with home remodeling projects ranging anywhere from \$1,000.00 to one and half million dollars.

Pebble Brook, Autumn Oak, Autumn Rain & Wake Robin subdivisions are examples of the company's residential work, Ichiban Steak House Restaurants, Champion Cleaner, Victory Lane Quick Oil Changes, Eye Care and Associates and Huddle House Restaurants are examples of George Wright Construction, Inc. commercial work. George Wright Construction, Inc. also does industrial remodeling. The remodeling portfolio includes several high end projects in the \$500,000.00 range.

George Wright states that his business is based on quality not quantity. Recently the company was nominated for a Best of the Best Home Builder award from the Chattanooga Times Free Press.

George Wright has had membership in the Homebuilders Association of Southeast Tennessee for 24 consecutive years. He was president of the association in 2004. He serves on the Board of Directors of the Association at this time. He is also a state of Tennessee and a National Homebuilders director. He was chosen Builder of the Year for 2005 and 2008.

Don Welch

Don Welch, after 52 years in the broadcasting business retired from WTVC News Channel 9 on April 23, 2014. During his time at WTVC he was the host of Good Morning Don and Weekend Weather. Then he moved on to start Good Morning Chattanooga and ended his career with This N That with Don Welch.

Don is also on the board for Goodwill and CADAS. Don is very active with the Alhambra Shrine where he is a member of the Highlanders Pipe and Drum. Since his retirement he now has the luxury of doing whatever he wants to do.

Don is originally from Dayton, TN and has been married to his wife, Sammie for 26 years. They reside in Hixson with their



Hamilton County Board of Commissioners RESOLUTION

No. 515-6

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) HIGH TOP CARGO VAN AMOUNTING TO \$32,793.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) high top cargo van for the Sheriff's Department; and,

WHEREAS, the bid from Mountain View Ford amounting to \$32,793.00 was considered to be the lowest and best bid; and,

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

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

That the bid of Mountain View Ford for one (1) high top cargo van amounting to \$32,793.00 for the Sheriff's Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

Bid#: 04154-149 (1) High Top Police Van
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused current year model Cargo Van Police Vehicle with 148" High Roof, as per the following specifications, for the Hamilton County Sheriff's Department. Bid pricing must include shipping / delivery to Chattanooga, Tennessee.

BID SUBMISSION REQUIREMENTS:

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on April 22, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0415-149: (1) High Top Police Van". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0415-149: (1) High Top Police Van from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Capt. Lynn Triplett or Sgt. Mark Williams, Hamilton County Sheriff's Office at (423) 209-8900 or (423) 209-8935.

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, and (423) 209-6350.

DELIVERY:

Bid Price to include shipping/Delivery to: Hamilton County Sheriff's Office, West Sector, 6233 Dayton Blvd., Hixson, Tennessee 37343.

Bid#: 04154-149 (1) High Top Police Van
Hamilton County, Tennessee

DETAILED BID SPECIFICATIONS – One (1) High Top Van (Police Vehicle):

Items found in this section set forth the County’s minimum expectations for new and unused, current year model, Transit Cargo Van equal to Ford Transit Cargo Van T-250 148” High Roof 9000GVWR with Sliding Right Door and Rear Wheel Drive sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

Note: *If quoting more than one make/model of vehicle, a separate vendor/manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
All Standard Equipment as listed by the manufacturer with the following options. All Options are to be factory installed unless otherwise noted.			
Engine Size: 3.2 L Powerstroke I-5 Diesel (3.2 L/195 CID Intercooled Turbo Diesel I-5)			
Transmission: 6-speed Automatic W/OD & Select Shift			
Color: Oxford White			
Alternator: Heavy Duty with Diesel Engines			
Batteries: Dual Heavy-Duty			
Mirrors: Heated Power Mirrors with Turn Signals & Long-Arm			
Doors: Fixed Passenger Side & Rear Cargo Door Glass			
Defogger: Rear Window			
Ambulance Prep Package			
Front License Plate Bracket			
Keys: Two (2) Additional Keys (Four (4) Total)			
Cruise Control with Message Center			

Bid#: 04154-149 (1) High Top Police Van
Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Heater: Auxiliary Heater & A.C. Prep Package with Rear Controls			
Lighting Package: LED Load Compartment			
Load Area Protection Package (Full Height)			
Modified Vehicle Wiring System			
Rear View Camera			
User Defined Upfitter Switches (4)			
Rear Wheel Drive			
Include Manufacturer's warranty information			
Include Manufacturer's Vehicle Spec Sheet with bid			
Delivery included in bid price. F.O.B. Chattanooga, Tennessee			

Pricing:

- A. Make/Model: _____
- B. Total Bid Price: _____
- C. Delivery: _____
- D. Terms: _____

Bid Submitted By:

- Company Name:** _____
- Contact Name:** _____
- Contact Title:** _____
- Contact Phone:** _____
- Contact Email:** _____

Bid#: 04154-149 (1) High Top Police Van
Hamilton County, Tennessee

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

April 10, 2015

Addendum 1

Title: High Top Police Van

Bid/RFP#: 0415-149

The following items have been changed:

Engine: Minimum 3.0 turbo diesel

Transmission: Minimum 5-speed automatic

GVWR: Minimum 8550

We are sorry for any inconvenience this may have caused.

Regards,

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

Gail B. Roppo
Director of Purchasing



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0415-149 - Log
High Roof Police Van

4/10/2015 8:44 AM Eastern

Bids Due Date/Time: 4/22/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 4/22/2015 10:30:00 AM Eastern
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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
4/10/2015 8:44:26AM	Eastern	Linda Chumbler	0415-149 - High Roof Police Van	Invitation	Please click on the above solicitation number to access bid documents.	193	1

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Please run the attached ad on April 10, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) new & unused, current year model, High Roof Cargo Van will be opened at 10:30 AM (ET) on April 22, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



7 Passenger Van
 April 22, 2015

Sheriff's Department
 10:30 A.M.

Vendors:	Mountain View Ford (HC)	Ford of Murfreesboro	Prater Ford Inc.	Lee-Smith Inc.	Brooker Ford, Inc.	Auto Nation Ford of Marietta	Freightliner of Chattanooga
Total Bid Price:	\$32,793.00	\$32,977.00	\$33,968.00	\$33,300.00	\$34,200.00	\$34,450.00	\$46,553.34
Make/Model	2015 Ford Transit T250	2015 Ford Transit T250	2015 Ford Transit T250 Cargo Van	2015 Ford Transit T250	2015 Ford Transit T250	2015 Ford Transit T250	2015 Sprinter
Delivery:	16-18 wks	14 wks. ARO	16-18 wks	10-16 wks	8-14 wks	100-145 days	90-120 days
Terms:	C.O.D.	Net 30	C.O.D.	C.O.D.	Net 30	Net 30	Net 15

Request For Bids:	
Newspaper Ad:	4/10/2015
Vendor Notification:	193
Vendor Response:	7
Budgeted:	JAG Gant



Hamilton County Board of Commissioners RESOLUTION

No. 515-7

A RESOLUTION ACCEPTING THE BID OF CDJR OF COLUMBIA FOR ONE (1) SEVEN PASSENGER VAN AMOUNTING TO \$21,315.00 FOR JUVENILE COURT AND TO AMEND THE JUVENILE COURT GENERAL FUND CAPITAL OUTLAY BUDGET FROM PREVIOUSLY UNBUDGETED FUNDS IN THE AMOUNT OF \$14,515.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) seven passenger van for Juvenile Court; and,

WHEREAS, the bid from CDJR of Columbia amounting to \$21,315.00 was considered to be the lowest and best bid; and,

WHEREAS, Juvenile Court received from the at fault party's insurance company a settlement in the amount of \$6,800.00; and,

WHEREAS, there is a need for a van for Juvenile Court and the Juvenile Court General Fund Capital Outlay Budget will be amended from previously unbudgeted funds in the amount of \$14,515.00.

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

That the bid of CDJR of Columbia for one (1) seven passenger van amounting to \$21,315.00 for Juvenile Court and to amend the Juvenile Court General Fund Capital Outlay Budget from previously unbudgeted funds amounting to \$14,515.00 is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

Bid#: 04154-148 (1) Seven Passenger Van
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused current year model seven (7) passenger van as per the following specifications, for the Hamilton County Juvenile Court. Bid pricing must include shipping / delivery to Chattanooga, Tennessee.

BID SUBMISSION REQUIREMENTS:

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on April 22, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0415-148: (1) Passenger Van". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0415-148: (1) Seven Passenger Van from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Sam Mairs, Hamilton County Juvenile Court at (423) 209-5108.

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, and (423) 209-6350.

DELIVERY:

Bid Price to include shipping/Delivery to: Hamilton County Juvenile Court, 1600 E. 3rd Street, Chattanooga, Tennessee 37404.

Bid#: 04154-148 (1) Seven Passenger Van
Hamilton County, Tennessee

DETAILED BID SPECIFICATIONS – One (1) Seven Passenger Van:

Items found in this section set forth the County’s minimum expectations for new and unused, current year model, seven passenger Van equal to Ford Transit Connect or Dodge Caravan sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

Note: *If quoting more than one make/model of vehicle, a separate vendor/manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Wheel Base: 119.0” – 124.0”			
Engine: Gasoline, Minimum 3.5 Liter 6 Cylinder or 2.5 Liter 4 cylinder			
Transmission: 6-Speed Automatic			
Tires: Radial with Mfg. Standard Spare			
Brakes: Power, Anti-Lock 4-Wheel Brakes			
Battery: Maintenance Free, Mfg. Standard			
Alternator: Mfg. Standard			
Steering: Power			
Floor Mats: Front and Rear, may be Dealer installed.			
Glass: Tinted All Windows			
Glass Arrangement: Complete Body			
Power Windows & Door Locks			
Air Conditioning: Factory Installed			

Bid#: 04154-148 (1) Seven Passenger Van
 Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Flooring: Carpet			
Radio: Minimum AM/FM, Factory Installed			
Sliding Door: Right and Left Side			
Mirrors: Exterior, Right and Left Side			
Air Bags: Driver & Passenger			
Power Outlets: 12 Volt			
Rear Seats must be removable or stowable			
Include Manufacturer's warranty information			
Include Manufacturer's Vehicle Spec Sheet with bid			
Delivery included in bid price. F.O.B. Chattanooga, Tennessee			

Pricing:

- A. Make/Model: _____
- B. Total Bid Price: _____
- C. Delivery: _____
- D. Terms: _____

Bid Submitted By:

- Company Name:** _____
- Contact Name:** _____
- Contact Title:** _____
- Contact Phone:** _____
- Contact Email:** _____

Bid#: 04154-148 (1) Seven Passenger Van
Hamilton County, Tennessee

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0415-148 - Log
Seven Passenger Van

4/10/2015 8:53 AM Eastern

Bids Due Date/Time: 4/22/2015 11:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 4/22/2015 11:00:00 AM Eastern
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Message Summary export print Records Per Page

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4/10/2015 8:53:42AM	Eastern	Linda Chumbler	<u>0415-148 - Seven Passenger Van</u>	<u>Invitation</u>	Please click on the above solicitation number to access bid documents.	192	0

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Please run the attached ad on April 10, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) new & unused, current year model, Passenger Van will be opened at 11:00 AM (ET) on April 22, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



7 Passenger Van
 April 22, 2015

Juvenile Court
 10:30 A.M.

Vendors:	CDJR of Columbia	Prater Ford, Inc.	Ford of Murfreesboro	Mtn. View Ford (HC)	KIA of Chattanooga
Total Bid Price:	\$21,315.00	\$23,421.00	\$23,816.00	\$25,260.00	\$25,975.00
Make/Model	2015 Dodge Grand Caravan	2016 Ford Transit Connect Wagon XLT	2016 Ford Transit Connect Wagon XLT	2015 Ford Transit -T150 XLT	2015 KIA Sedona Passenger Van
Delivery:	10-12 wks	18-20 wks	20 wks	26-28 wks	7-10 days
Terms:	Net 30	C.O.D.	Net 30	Net on Del	Net 30

Request For Bids:	
Newspaper Ad:	4/10/2015
Vendor Notification:	192
Vendor Response:	5
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners

RESOLUTION

No. 515-8

A RESOLUTION AUTHORIZING REPAYMENT TO THE COUNTY GENERAL FUND FROM THE HAMILTON COUNTY DEPARTMENT OF EDUCATION'S SUBSEQUENT YEAR'S REVENUE GROWTH OF APPROPRIATIONS PAID ON BEHALF OF THE DEPARTMENT OF EDUCATION, AS APPROVED AND REQUESTED BY THE HAMILTON COUNTY SCHOOL BOARD FOR PUBLIC EDUCATION PROJECTS SUBMITTED DURING A CURRENT FISCAL YEAR, AS MAY BE APPROVED BY THIS COUNTY LEGISLATIVE BODY.

- WHEREAS,** during each Hamilton County ("County") fiscal year certain funds are received by the County which may exceed the previous year's revenues (as generated through real and personal property and sales taxes); and said additional revenues are categorized and referred to as "Revenue Growth"; and
- WHEREAS,** by the laws of the State of Tennessee said Revenue Growth is delegated and proportioned for use between the Hamilton County General Fund, and the Hamilton County Department of Education General Fund; and
- WHEREAS,** it is the desire of this county legislative body that any funds appropriated by this body for academically supportive and/or enhancing projects that have been and/or will be presented to, and approved and submitted by, the Hamilton County School Board ("Board") which were not included in said Board's then current fiscal year's budget be repaid to the County General Fund from the Department of Education's (DOE) property tax revenue growth in the immediately following fiscal year budget; and
- WHEREAS,** this will be accomplished by reducing the DOE's property tax levy and correspondingly increasing the general fund tax levy by the same amount sufficient enough to cover these expenditures.

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

That the procedures utilized by Hamilton County in appropriating post-budget expenditures for any funds approved and appropriated by this body for academically supportive or enhancing projects that have been and/or will be presented to, and approved and submitted by, the Hamilton County School Board ("Board") and/or the Superintendent of Schools which were not included in said Board's then current fiscal year's budget be repaid to the County General Fund in the following fiscal year budget from revenue growth by reducing the Department of

Education's tax levy and increasing the Hamilton County General Fund tax levy by the same amount.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 515-9

A RESOLUTION ACCEPTING THE PROPOSAL OF VERIZON WIRELESS TO PROVIDE WIRELESS COMMUNICATIONS SERVICE FOR HAMILTON COUNTY FROM MAY 6, 2015 THROUGH MAY 5, 2018, WITH RENEWAL OPTIONS, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for a three (3) year contract, with the option to renew for two (2) additional one (1) year terms, for wireless communications service for Hamilton County; and,

WHEREAS, the proposal received from Verizon Wireless was considered to provide the best quality of wireless communications service; and,

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

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

That the proposal from Verizon Wireless for wireless communications service for Hamilton County from May 6, 2015 through May 5, 2018, with renewal options, is hereby accepted, said proposal being the best 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

May 6, 2015

Date

WIRELESS RFP 0115-106

SUGGESTED MONTH USAGE VOICE ONLY	AT&T PROPOSED PLAN & RATE VOICE ONLY	RATE
450 Minutes	450 Minutes	\$ 24.99
900 Minutes	900 Minutes	\$ 41.00
1350 Minutes	1350 Minutes	\$ 56.00
2000 Minutes	2000 Minutes	\$ 69.00
Unlimited Minutes	Unlimited Minutes	\$ 49.00
Additional Minute Overage	Additional Minute Overage	\$ 0.25

VERIZON PROPOSED PLAN & RATE VOICE ONLY - STATE CONTRACT	RATE	VERIZON PROPOSED PLAN & RATE VOICE ONLY - GSA CONTRACT	RATE
FLAT RATE PER MINUTE	\$ 0.05	100 Minutes	\$ 23.06
FLAT RATE PER MINUTE	\$ 0.05	200 Minutes	\$ 26.24
FLAT RATE PER MINUTE	\$ 0.05	400 Minutes	\$ 28.84
FLAT RATE PER MINUTE	\$ 0.05	600 Minutes	\$ 41.34
FLAT RATE PER MINUTE	\$ 0.05	1000 Minutes	\$ 52.88
FLAT RATE PER MINUTE	\$ 0.05	Additional Minute Overage	\$ 0.25

SUGGESTED VOICE & DATA PLAN	AT&T PROPOSED VOICE & DATA PLAN	RATE
450 Minutes / Unl Data / Unl Text	450 Minutes / Unl Data / Unl Text	\$ 44.99
900 Minutes / Unl Data / Unl Text	900 Minutes / Unl Data / Unl Text	\$ 61.99
1350 Minutes / Unl Data / Unl Text	1350 Minutes / Unl Data / Unl Text	\$ 76.99
2000 Minutes / Unl Data / Unl Text	2000 Minutes / Unl Data / Unl Text	\$ 89.99
Unlimited Minutes / Unl Data / Unl Text	Unlimited Minutes / Unl Data / Unl Text	\$ 82.99

VERIZON PROPOSED VOICE & DATA PLAN & RATE - STATE CONTRACT	RATE	VERIZON PROPOSED VOICE & DATA PLAN & RATE - GSA CONTRACT	RATE
450 Minutes / Unl Data / Unl Text	\$ 47.50	400 Minutes/Unl Data/Unl Text	\$ 48.07
900 Minutes / Unl Data / Unl Text	\$ 70.00	600 Minutes/Unl Data/Unl Text	\$ 60.56
1350 Minutes / Unl Data / Unl Text	\$ 92.50	1000 Minutes/Unl Data/Unl Text	\$ 72.11
2000 Minutes / Unl Data / Unl Text	\$ 125.00	N/A	N/A
N/A		N/A	N/A

SUGGESTED DATA ONLY PACKAGES	AT&T PROPOSED DATA ONLY PACKAGES	RATE
Data Unlimited	Tablets, Mifis, USB @ 2GB	\$ 24.00
Data Unlimited	Tablets, Mifis, USB @ 5GB	\$ 34.00
Data Unlimited	Tablets, Mifis, USB Non Throttle	\$ 39.99

VERIZON PROPOSED DATA ONLY PACKAGES - STATE CONTRACT	RATE	VERIZON PROPOSED DATA ONLY PACKAGES - GSA CONTRACT	RATE
Tablets, Mifis, USB @ 2GB	\$ 24.00	Data Unlimited	\$ 39.99
Tablets, Mifis, USB Unlimited	\$ 34.00		

SUGGESTED TEXT PLANS	AT&T PROPOSED TEXT PLANS & RATE	RATE
250	Texts Unlimited	\$ 2.00

VERIZON PROPOSED TEXT PLANS & RATE - STATE CONTRACT	RATE	VERIZON PROPOSED TEXT PLANS & RATE - GSA CONTRACT	RATE
Texts Unlimited	\$ 2.00	Texts Unlimited	\$ 10.00
Picture Texts Unlimited	\$ 5.00		



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0115-106 - Log
Wireless Communication Service

1/29/2015 7:46 AM Eastern

Bids Due Date/Time: 2/26/2015 2:00:00 PM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 2/26/2015 2:00:00 PM Eastern
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Message Summary

Message Detail

Document Detail

Message Summary

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/29/2015 7:46:25AM	Eastern	Linda Chumbler	0115-106 - Wireless Communication Service	Invitation	Please click on the above solicitation number to access proposal documents.	593	0

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

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Thursday, January 29, 2015

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals for wireless communications service including equipment, airtime packages and related features. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department at 423-209-6350.

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on February 26, 2015.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 515-10

A RESOLUTION ACCEPTING THE BID OF THE SOUTHEASTERN COMMUNICATION SERVICES, INC. FOR THE INSTALLATION, TERMINATION, TESTING, PROGRAMMING AND CERTIFICATION OF AN APOGEE SOUND SYSTEM AT EAST BRAINERD ELEMENTARY SCHOOL FOR THE TELECOMMUNICATIONS OFFICE AMOUNTING TO \$36,770.67 AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for an Apogee Sound System for East Brainerd Elementary School for the Telecommunications Office; and,

WHEREAS, the bid from Southeastern Communication Services, Inc. was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Southeastern Communication Services, Inc. for the installation, termination, testing, programming, and certification of an Apogee Sound System for East Brainerd Elementary School for the Telecommunications Office amounting to \$36,770.67 is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

BID SPECIFICATIONS

1.0 General Instructions and Requirements

Hamilton County Government is accepting bids for the installation, termination, testing, programming and commissioning of three Apogee sound systems. All work must be performed in accordance with prevailing codes, ordinances and regulations and meet or exceed guidelines sponsored or endorsed by the National Electrical Code (NEC) and reflect standards presented in EIA/TIA 569A Commercial Building Telecommunications Cabling Standards.

This project will provide a complete turn-key sound system in the new East Brainerd Elementary School located in Hamilton County at 7553 Igou Gap Road.

1.1 Building Conditions

The new East Brainerd Elementary School is a two-story building currently under construction.

1.2 Scope of Work

This project includes the installation of riser rated speaker cable for the sound system. All cable will be terminated at the speakers and communications closet end and must be labeled accordingly.

A complete list of suggested system components is included in this bid package as Exhibit One.

Responsibility for ordering, warehousing, and installing the materials (inclusive of all cabling, microphone connectors, faceplates, etc) in a timely manner will be the responsibility of the selected contractor. All work must be closely scheduled to coincide with the General Contractor's overall construction schedule.

All work must be performed in compliance with EIA/TIA 569A standards and NEC building codes. Commissioning of the complete sound system must be provided upon completion of the project.

Mandatory Pre-Bid will be held at the school on Tuesday April 14, 2015 at 10:30 am. Contractors wishing to attend the meeting will need to register with The Telecommunications Department by calling 423/209-6223.

2.0 Instructions for Submitting Bids

2.1 Issuing Office

These bid documents are being issued by the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. Inquiries regarding this project/specifications should be directed to Mike Beal, Telecommunications Manager, by FAX 423-209-6224 or email mikeb@hamiltontn.gov. Questions regarding bid submission should be directed to Linda Chumbler, Purchasing Department, by FAX 423-

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

209-6351 or email lindac@hamiltontn.gov. Office hours are 8:00 a.m. to 4:00 p.m. EST, Monday through Friday. Inquiries should **not** be directed to the school.

2.2 Clarification and Interpretation of Bid Documents

In the event that any interested contractor finds any part of the listed specifications, terms or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Hamilton County, in writing, of such matters immediately upon receipt of this Invitation to Bid.

2.3 Discussions

Discussions may be conducted with the contractors who have submitted bids determined to be reasonably likely of being considered for selection, to assure a full understanding of, and responsiveness to, the bid requirements. Every effort will be afforded to assure fair and equal treatment with respect to the opportunity for discussion of their respective bids.

2.4 Price Guarantee

Contractors are asked to guarantee their prices for a period of 90 days from the date the bids are opened.

2.5 Response to Request for Bid

2.5.1 Related Costs

Hamilton County is not responsible for any costs incurred by any contractor pursuant to this Bid. The contractor shall be responsible for all costs incurred in connection with the preparation and submission of its bid.

2.5.2 Package

The bid package for this offering involves the use of a **single BID DETAIL envelope**. Instructions for properly compiling and submitting your bid package are provided in the remaining paragraphs of this and the following sections of this document.

Special attention is called to the T.C.A. Section 62-6-119 (b) requirement that certain information must be disclosed where requested on the BID DETAIL envelope for the prime contract and for any electrical, plumbing, heating, ventilation, geothermal, and air conditioning subcontractors if the subcontractor's bid amount(s) is \$25,000 or more. The information reported on each BID DETAIL envelope should be limited to that which is specific to the bid materials contained in that specific envelope. In the event there is no sub-contractor participation for one or more of the trades noted in the sub-contractor section of a particular BID DETAIL envelope, the first blank space associated with the trade shall be marked "Not Applicable". It is ultimately the bidder's responsibility to be able to demonstrate compliance with these instructions, if requested. Failure to comply with these requirements will automatically disqualify the bid contained in the offending BID DETAIL envelope.

Each BID DETAIL envelope containing a bid must include the original and one complete copy of the bid and must be sealed. Additionally, an entire copy of your bid package

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
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on CD in PDF format must be included. The package should be clearly marked “Bid for East Brainerd Elementary School Apogee Sound System” and **returned by hand delivery, U.S. Mail or Common Carrier to the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. DO NOT DELIVER TO THE TELECOMMUNICATIONS OFFICE.**

The County has assigned the following identification number to this bid – it should be referenced in all communications regarding this bid.

Bid # 0415-139

2.5.3 Deadline

Sealed bids will be accepted **before 10:30 a.m. on Tuesday, April 21, 2015.** Bids received at or after that time will be deemed invalid and will not be opened. Contractors mailing their bid packages must allow sufficient time to ensure receipt of their package by the time specified. **There will be no exceptions.**

2.6 Contents of Bid Detail Envelopes

2.6.1 Response

Bid must include a point-by-point response to the bid request. Specific information required from the contractor must be answered, giving the section number of each point or question.

2.6.2 Proposed Prices

All unit pricing information requested on Exhibit One and the total amount bid for the complete project must be included in the BID DETAIL envelope.

2.6.3 Authorized Signature

BID DETAIL envelope must include the legal name of the contractor and a statement as to whether the contractor is a sole proprietor, a partnership, a corporation, or any other legal entity. The bid must be signed by a person or persons legally authorized to bind the contractor to a contract.

2.6.4 Addenda

BID DETAIL envelope must include an acknowledgment of receipt of all addenda, if applicable.

2.6.5 Bid Bond

Due to the limited time frame of this bid process the normal bid bond, 10% of the amount of the proposed cost, will be waived on this project. However, a 100% Performance Bond will be required from the successful contractor at the time the contract is signed and submitted for County approval.

2.6.6 Bid Documents

In addition to the point-by-point response, each BID DETAIL envelope must include all forms included in this Invitation to Bid.

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2.6.7 Condition of Response

All bid forms must be completed in a legible manner (ink or typewritten) so that all prices and descriptions are easily understood. Erasures or other changes in the bid should bear the signature or initials of the contractor.

2.7 Withdrawal or Modification of Bid

A withdrawn bid may be resubmitted up to the time designated for the opening of bids provided that it then fully conforms to the same general terms and requirements.

2.8 Evaluation and Award of Contract

2.8.1

Bids will be examined for compliance with all the requirements in Sections 1 and 2. Bids that do not comply may be disqualified without further evaluation.

2.8.2

In evaluating bids, Hamilton County will consider the qualifications of the contractors, including previous jobs completed and experience level of personnel. The County may conduct such investigations as deemed necessary to assist in the evaluation of any bid. If such an investigation fails to satisfy the County that such contractor is properly qualified to carry out the obligations of the contract, the bid will be rejected.

2.8.3

Qualifications of all sub-contractors will be considered in the evaluation of all bids.

2.9 Award of Contract

2.9.1

Hamilton County reserves the right to reject any and all bids, to waive any and all irregularities and to negotiate contract terms with the successful contractor, and the right to disregard all nonconforming, nonresponsive, or conditional bids.

2.9.2

Hamilton County reserves the right to award the contract to the bidder that best responds to the Invitation to Bid by submitting the “lowest and best” bid.

2.9.3

Hamilton County will give the successful contractor a Notice of Award within 3 days after final action of the Hamilton County Board of Commissioners and/or County Mayor.

2.10 Schedule of Events

1. April 1, 2015 - Legal Notice of Bid
2. April 14, 2015 - Mandatory Site Visit
3. April 21, 2015 - Deadline to Submit Bids
4. May 7, 2015 - Award of Bid
5. As construction permits - Contractor Begins on Site
5. July 10, 2015- Installation Completed

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Hamilton County, TN

Note: Sound system will be installed to coincide with the general contractors' construction schedule.

3.0 Terms and Conditions

3.1 Information, Discussion and Disclosures

Any information provided by Hamilton County or any contractor prior to the release of this Invitation to Bid, verbally or in writing, is considered preliminary and is not binding on Hamilton County or the contractor.

Contractors must not make available nor discuss any cost information contained in the bid with any employee of Hamilton County from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by the Hamilton County Telecommunications Office for the purpose of clarification or evaluation.

Information relating to the award of this contract shall be open to the public only after evaluation of bid has been completed and recommendation has been made to the County Commission.

3.2 Addenda

In the event that Hamilton County finds it necessary to supplement, modify, or interpret any portion of the Invitation to Bid prior to the bid due date, a written addendum will be mailed, faxed, or delivered to all known prospective contractors.

All addenda will become a part of the bid documents and must be acknowledged in writing in the submitted bid package.

3.3 Performance Bonds

The successful contractor must furnish a performance bond in an amount equal to one hundred percent (100%) of the total contract price. This bond will serve as guaranty of faithful performance and for the payment of all persons performing labor and or furnishing material in connection therewith. This bond shall remain in effect for one year after the date of final payment.

The performance bond must be delivered to Hamilton County at the same time the signed contract is delivered to Hamilton County. Contract must be submitted within ten (10) days of the award of the contract.

3.4 Insurance

Contractors shall maintain limits no less than the amounts specified in the following sections.

3.4.1

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the

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Hamilton County, TN

coverage is provided on a claims made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- a. Premise/Operations
- b. Explosion, Collapse and Underground Property Damage hazard (only when applicable to the project)
- c. Products/Completed Operations
- d. Contractual
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

3.4.2

Business Automobile Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury (if required).

- a. Owned/Leased Autos
- b. Non-owned Autos
- c. Hired Autos

3.4.3

Workers' Compensation and Employer's Liability Insurance – Worker's Compensation statutory limits as required by Tennessee Law. This policy should also include Employer's Liability Coverage for \$1,000,000 per accident.

3.4.4

Builders Risk Insurance – This covers building structures and personal property, vandalism, malicious mischief and all risks associated with the construction project. Consult Hamilton County's Risk Manager, Bill Stoll at 423-209-6375, with any questions or concerns.

3.4.5

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

3.5 Security

The successful contractor shall be responsible for providing security for materials stored on the construction site during all phases of installation. Prior arrangements for storage of materials on the job site must be coordinated with the Hamilton County Telecommunications Office.

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Hamilton County, TN

3.6 Payment Schedule

Payment will be made to contractor at the completion of each phase of the project. The project will be considered as complete after all cable has been installed, terminated, labeled, tested, and certified; the intercom system is completely functional and personnel have been trained. Written certification of cable tests, marked drawings, cable records and training documentation must be presented to the County Telecommunications Office. A final inspection will be conducted by the County Telecommunications Office, the job will be accepted, and final payment will be made to the contractor.

3.7 Liabilities

3.7.1

The contractor will indemnify Hamilton County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the contractor or its subcontractors.

3.7.2

Hamilton County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this bid document.

3.8 Completion, Liquidated Damages and Termination

3.8.1 Completion

This project will be scheduled to allow the contractor adequate time to complete the project during normal business hours. Installation will be closely coordinated between the County Telecommunications Office and the Contractor. Any changes to a scheduled completion date must be approved by the County Telecommunications Office in writing.

3.8.2 Scheduling

An initial planning meeting will be held with the successful contractor to clarify all requirements and finalize the schedule of events that will transpire during the implementation of the contract. For purposes of submitting a bid on this project, contractors should prepare a schedule using the beginning and ending dates as stated in these bid documents.

3.8.3 Liquidated Damages

Should the successful contractor fail to complete the work under these contract documents within the time specified, the contractor shall pay to the County, as liquidated damages and not as a penalty, the amount of \$100 per calendar day of default unless a written extension of time granted by the County specifically provides for the waiving of liquidated damages.

3.8.4 Termination

In the event of any breach of contract by the successful contractor, Hamilton County

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Hamilton County, TN

may serve written notice to the contractor of its intention to terminate the contract and, unless within ten (10) days after serving such notice such violation shall be remedied to the County's complete satisfaction, the contract will be terminated without any liability or cancellation charges to Hamilton County.

3.9 Assignment

Neither the contractor nor Hamilton County may assign this agreement without the prior written consent of the other party.

3.10 Subcontracting

The contractor may subcontract portions of the work to be performed but shall retain full responsibility for all work. A list of all subcontractors, as defined in this Section, must be included in the bid package. Written pre-approval of subcontractors must be obtained from Hamilton County Telecommunications Manager **prior** to them being on-site.

3.10.1

The contractor must submit a list of all subcontractors proposed for portions of the work. The exact portion of the work that the subcontractor will perform must be clearly identified.

3.10.2

Hamilton County will consider the qualifications of all subcontractors in the evaluation of any bid. Failure to submit proper documentation of subcontractor's ability to meet the stated requirements may be reason to reject contractor's bid.

3.10.3

Hamilton County reserves the right to reject any subcontractor proposed for work on this project. The contractor must agree to replace a subcontractor at the sole discretion of Hamilton County.

4.0 Contractor Qualifications

4.1 All bidders must be licensed contractors with the State of Tennessee and must provide evidence of license before such bid will be considered.

4.2 If the selected contractor does not already have a Hamilton County business license, they must secure one when the contract is awarded and must submit the business license number with the signed contract.

4.3 Hamilton County has selected the Apogee Sound System to be used on this project. In order to qualify for the manufacturer's warranty on the complete installation project, the contractor and all technicians performing the installation must be trained and certified, or scheduled to be trained and certified, by the manufacturer prior to award of contract. Contractor must include in the submitted bid documentation proof of current certification from Apogee for the selected job supervisor and all technicians that will

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

work on this project. All technicians assigned to work on this project must be full-time employees of the selected contractor.

- 4.4 The successful contractor will be required to submit a performance bond in the amount of one hundred percent (100%) of the total bid at the time the contract is accepted.
- 4.5 Contractor must submit the name and qualifications of the person that will manage and oversee this project. This person will be expected to be on-site on a regular basis and available to respond to technical questions, scheduling changes or conflicts, or requests for information from the Hamilton County Telecommunications Manager in a professional, expedient manner. The project manager will be responsible for submitting verbal and/or written requests for information or changes, coordination of work schedules and provisioning of adequate resources to successfully complete each phase of the project, and coordinating installation issues with the County or related subcontractors.
- 4.6 Contractor must submit the name and qualifications of the person that will supervise the daily performance of all work covered under this communications cabling project. The supervisor will be in attendance at the project site each day that work is in progress under the terms of this contract and will be responsible for ensuring that all work is performed in compliance with the specifications and drawings. The supervisor should have enough manpower working each day so that they can supervise all aspects of the installation.
- 4.7 Contractor must use only skilled, experienced and reliable installers/technicians in the implementation of the sound system and shall discontinue the services of anyone employed on this project upon written request of the Hamilton County Telecommunications Office.
- 4.8 Contractor must provide names and phone numbers, including pagers, for the appropriate personnel to contact for problem resolution. If necessary, after hours contact should be available.
- 4.9 Contractor must agree to weekly progress meetings with the County Telecommunications Manager, as necessary, to review the progress of the job. Failure to maintain the agreed upon schedule may be reason to terminate the contract.

5.0 Cabling Specifications

Unless stated otherwise, this entire project will adopt the EIA/TIA 569A Commercial Building Telecommunications Cabling Standards as the minimum specifications for the installation of all cabling on this project. Contractors responding to this Invitation to Bid will be expected to be familiar with these Standards and to guarantee the implementation of these Standards in every area of this project.

Exposed cables or splices in cables are strictly prohibited in this project.

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

5.1 Cable Routing and Support

5.1.1

Conduit sleeves are provided for access to the locations where speakers are to be installed or any other locations where fire rated walls need to be penetrated.

5.1.2

A minimum spacing of 6" must be maintained between cables and sources of EMI such as fluorescent lights.

5.1.3

Extra attention should be paid to maintain EIA/TIA acceptable pulling tension and bend radius on all cables. Failure to comply with this standard may require cables to be replaced.

5.1.4

Speaker cabling will be installed according to Hamilton County standards.

5.2 Telecommunications Closets/Cabinets

5.2.1

Exact layout of all head-end equipment will be discussed and agreed upon between the contractor and the County Telecommunications Office. Electrical outlets have been provided around the closet to provide the necessary power for all equipment.

5.2.2

Contractor will be responsible for proper installation of County provided power strips and/or UPS on each rack.

5.3 Grounding and Bonding System

Contractor shall install a proper grounding and bonding system which shall be integrated with, and in addition to, the existing electrical grounding system within the building.

5.4 Fire Stopping

5.4.1

Contractor will be responsible for sealing all penetrations through fire rated walls and floors created by or made on the behalf of the contractor in order to route telecommunications cabling.

5.4.2

The fire rating of the penetration seal shall be at least that of the floor or wall into which it is installed as required by the National Electric Code.

5.4.3

Hamilton County will provide the sealant as a part of owner provided materials.

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Hamilton County, TN

5.5 Labeling

5.5.1

All labeling must conform to EIA/TIA 606 standards. At a minimum, all cable runs must be labeled at both ends. An end is any point where the wiring is terminated on a cross-connect field, a patch panel or with a jack connection. Specific labeling methods must be approved by Hamilton County prior to use on this project. Labels must be typed or computer generated. Handwritten labels will not be acceptable.

5.5.2

In all cases, cables shall be labeled with the same cable designation at both ends.

5.6 Cable Documentation

5.6.1

Contractor must provide a detailed as-built drawing and cable plant schematic depicted on floor plans provided by the County.

5.6.2

Cable records must be submitted on electronic media in an Excel spreadsheet, in numerical order, and must identify, as a minimum, room number, speaker number, callback station number and head-end port. The records must be in an easy to understand format.

5.7 Testing

The contractor shall be responsible for repairing or replacing and retesting any cables that are found to be deficient.

5.8 Facility Restoration

Every precaution should be taken for protection of walls, carpets, etc when pulling cable. Any penetration of wallboard will require patchwork that complies with fire protection, security, and/or separation requirements. Damage to exposed areas that require the County to repair will be charged back to the cable contractor.

5.9 Warranty

5.9.1

Contractor must provide a one-year warranty on the installed cabling and sound system from the date of acceptance. The coverage must cover complete installation of all materials furnished by the contractor and actual installation methods and workmanship. Damage to any equipment resulting from the fault or negligence of the contractor shall be repaired or replaced by the contractor at no cost to the County.

5.9.2

Contractors, as certified installers for Apogee, will be understood to be the first line of contact for the warranty period offered by the cable or hardware manufacturer.

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5.9.3

Manufacturer's representatives will be required to do an on-site review of all installation performed by the sound contractor. Any discrepancies between the representative and the certified installer will be resolved in the presence of the Hamilton County Telecommunications Manager so as to protect the warranty of the Sound System.

6.0 Bid Documents

Original documents from attorneys, banks, insurance companies, etc., may be substituted for the forms provided. All other requested bid documents are required as a part of the bid package.

6.1 Bid Agreement

6.2 Bid Form

6.3 Base Bid

INCLUDED AS ATTACHMENTS

Contract Work on School Grounds Affidavit

Drug-Free Workplace Affidavit

State Contractors License Information

Disadvantaged Business Enterprise Affidavits

Authorization to Bind Form

6.4 Bid Agreement

Project: Apogee Sound System – Ooltewah Elementary School

This Bid is submitted by hand delivery, US Mail or Common Carrier to:

Hamilton County Government
Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

1. Contractor has carefully examined the construction site, the technical specifications, Instructions for Submitting Bid, the form of bonds, and all other contract documents, and thoroughly understands their stipulations, requirements, and provisions.

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2. Contractor has made such independent investigations as contractor deems necessary to become thoroughly familiar with the conditions under which the work will be performed.
3. Prices on the bid form shall include all labor, materials, safety measures, overhead, profit, insurance, etc. to cover the finished work.
4. Contractor agrees that, if awarded the contract, all work there under shall be conducted in such a manner and with sufficient materials, labor, tools, equipment, apparatus, and incidentals as is necessary to insure satisfactory completion of the project within the time stipulated in the Notice to Proceed. All work will be scheduled with the Hamilton County Telecommunications Office.
5. Contractor accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
6. Contractor represents that his bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporations.
7. Contractor understands that the County reserves the right to reject any or all bids and to waive any informalities in the bid process.
8. Contractor will complete the work as described in the specification for the price(s) as shown on the following bid form.

Respectfully Submitted:

Date _____

Signature

Company Name

6.2 Bid Form

Bid of _____ (hereinafter) called "CONTRACTOR",
organized and existing under the laws of the State of Tennessee doing business as
_____. *

To Hamilton County Government (hereinafter called "Owner").

In compliance with your Advertisement for Bids, CONTRACTOR hereby proposes to perform all work for the Hamilton County Apogee Sound System Project, dated April 21, 2015 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each CONTRACTOR certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other CONTRACTOR or with any competitor.

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
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CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the time specified therein. CONTRACTOR further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 3.8.3 of this Request for Bid.

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM (IF APPLICABLE):

- Addendum #1
- Addendum #2
- Addendum #3

*Insert “a corporation”, “a partnership”, or “an individual” as applicable.

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

CONTRACTOR agrees to perform all work described in the CONTRACT DOCUMENTS for the following base bid.

BASE BID _____ DOLLARS

\$ _____

CONTRACTOR agrees that in the event the scope of work for this project is increased or decreased by more or less than 5% during the term of the contract the following hourly labor rate will apply.

ITEM	UNIT PRICE
Hourly Labor Rate	_____

Respectfully Submitted:

Company Name

Signature

Address

Title

Business License Number

Date

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

CONTRACTOR'S IDENTIFICATION FORM

This form must be attached to the sealed envelope containing the Bid. Failure to provide the following information on the sealed envelope will be considered a non-responsive Bid.

BIDDER:

Complete the following for all Subcontractors:

Name	Subcontractor (Plumbing)
Address	Address
Tennessee License No.	Tennessee License No.
Expiration Date	Expiration Date
Monetary Limit \$	Monetary Limit \$
Classification	Classification

Subcontractor (Electrical)
Address

Tennessee License No.
Expiration Date
Monetary Limit \$
Classification

Subcontractor (HVAC)
Address

Tennessee License No.
Expiration Date
Monetary Limit \$
Classification

SEALED BID/PROPOSAL FOR:

Hamilton County Government
Telecommunications Project Identified As:

BID/PROPOSAL OPENING DATE:
BID/PROPOSAL OPENING TIME:

DELIVER BID/PROPOSAL PACKAGE TO:
Hamilton County Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

**SECTION 00417
CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2015.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

4. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
5. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
6. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2015.

Notary Public

My commission expires: _____

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

STATE CONTRACTORS LICENSE REQUIREMENT

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be in compliance with the T.C.A. 62-6-102 through 62-6-119. Bidders must have a State Contractors License at the time of the bid opening and produce a copy of same. Bids shall be submitted in a sealed envelope clearly marked as follows:

Project Title:

Bidder's name and Address:

Bidder's Tennessee Contractor's License Number:

Bidder's License Expiration Date:

Bidder's License Category of Classification:

All envelopes containing bids that are not marked as described above will be declared non-responsive and will not be opened. The Contractor's Identification Form included in these Attachments must be used for this purpose and affixed to the outside of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid form.

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

NON-DISCRIMINATION MINORITY HIRING

In determining the suitability and acceptability of proposed bidders, the County reserves the right to consider each bidder's commitment to hire minorities and/or subcontract with minority contractors, relative to certain phases of the contracted services.

Except to the extent permitted by Federal Laws and Regulations for a bona fide occupational qualification, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, disability, national origin, sex, or age. The contractor will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, creed, color, handicap, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or any other forms of compensation and selection for training.

The bidder/contractor agrees to comply with Title VI, as prescribed in the Civil Rights Act of 1964 (42 U.S.C. 2000(D) and 28 CFR 42 et seq., which provides that "no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance."

The Contractor will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, national origin, sex, or age. The words "equal opportunity employer" in all advertisements shall constitute compliance with this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order for goods or services that are subject matter of this Agreement. The Owner shall have the right, at his option, to cancel the Agreement in whole or in part.

The Contractor will contact the Chattanooga Urban League for assistance in providing minority job applicants. The Chattanooga Urban League shall be allowed to visit the jobsite to observe the minorities and to contact the contractor if necessary to discuss the number of minorities employed.

The Contractor will have an affirmative action plan.

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GUIDELINES

Hamilton County has adopted certain Disadvantaged Business Enterprise Utilization Guidelines (Resolution No. 701-40, dated July 18, 2001) hereinafter referred to as DBE Guidelines, that are designed to encourage the participation of certain businesses in construction contracts and/or subcontracts, and the providing of goods and services financed with federal, state and/or County funds. In its consideration of the bidder to be awarded this contract, the County will not only consider the lowest and best bid submitted by prospective bidders, but will also evaluate each bidder's demonstrated and documented efforts to utilize certified disadvantaged business enterprises by establishing joint ventures and partnerships, and/or the awarding of subcontracts for this project. Hamilton County's annual goal is to award DBE's at least 10% of funds expended on contracted construction projects and on goods and services.

Particular questions regarding the definition of a "Disadvantaged Business Enterprise", compliance with the Guidelines, or questions on how to receive a copy of the Guidelines may be addressed by contacting Hamilton County Attorney Rheubin M. Taylor, at Room 204 Hamilton County Courthouse, Chattanooga, Tennessee 37402, or telephoning 423-209-6150.

The DBE Good Faith Effort Affidavit must be signed by the Contractor submitting the bid and included in the bid package. The DBE Solicitation Verification and Sub-Contract Services Verification Forms will be completed only by the successful bidder and filed with the County after the Award of the Contract.

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

SUBCONTRACTOR PERIODIC PAYMENTS

As stipulated in these Contract Documents, the contractor will be required to pay all subcontractors periodic payments for the successful work done on the project within fifteen (15) days of the contractor receiving a payment from the Owner. Thereafter, upon the completion of the project and acceptance by the Owner, the contractor shall receive any and all retainage previously withheld by the Owner, and shall pay to all subcontractors any retainage due said subcontractor(s) within fifteen (15) days following the contractor's receipt of said payment.

Upon the Owner's receipt of written notice of the Contractor's failure to promptly pay all subcontractors according to this Contract for work satisfactorily performed at the appropriate stage of completion of the work, the Owner shall initiate an investigation into said allegations. Should said investigation substantiate the allegations charged against the Contractor, the Contractor shall be afforded five (5) working days in which to correct the matter. Failure of the Contractor to correct the matter within said five (5) day period shall result in a financial penalty of Two Hundred Dollars (\$200.00) per day being assessed against the contractor, retroactive to the date of the first occurrence of the Contractor's failure. Additionally, the extent of the Contractor's cooperation on any contract with Hamilton County will be considered in the awarding of any bids on future contracts.

In the event "good cause" for any delay or postponement by the Contractor in payment of any funds due to a subcontractor shall be established, no penalties will be assessed against the Contractor. Good cause shall be determined by a committee established by the Owner to monitor the contractor's adherence to Hamilton County's DBE Guidelines.

In the event there arises any dispute(s) relative to the Contractor's performance of duties relating to payment of subcontractors for services performed by them in the overall project, Contractor hereby agrees that said dispute(s) shall be settled by binding arbitration as governed by the laws of the State of Tennessee. Contractor further agrees to cooperate in the selection of an arbitrator to hear the matter, and will not unreasonably delay in the selection of said arbitrator. Contractor further acknowledges that an appeal of any such arbitration decision shall be filed with a court within Hamilton County having appropriate jurisdiction pursuant to Tennessee Uniform Arbitration Act (T.C.A. 29-5-301).

BID # 0415-139 East Brainerd Elementary School – Apogee Sound System
Hamilton County, TN

DBE GOOD FAITH EFFORT AFFIDAVIT

The undersigned Contractor, having bid on the telecommunications project commonly known as _____, as solicited by Hamilton County, Tennessee (a political subdivision of the State of Tennessee), on _____, 2013, does hereby attest that it has made a good faith effort to enter into a contractual agreement with the herein-below named Disadvantaged Business Enterprise(s) (DBE) for the providing of certain sub-contractual jobs and workings on this project.

Further, said Contractor does hereby commit to Hamilton County that it will include, to the maximum extent possible, DBE's in the performance of the services herein contracted.

<u>Name of DBE</u>	<u>Address</u>	<u>Phone</u>	<u>% of Project</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Dated this ____ day of _____, 2013. _____
Name of Contractor

BY: _____

Title: _____

Bid#0415-139 Apogee for East Brainerd Elementary School
Hamilton County, TN

Qty	Loudspeaker System Description	Manufacturer	Location / Notes
2	AFI-3 Loudspeaker	Apogee	One, each side of Proscenium opening
2	Mounting Hardware	Apogee Yoke, Vert	One, each side of Proscenium opening
2	AFI-2 Loudspeaker	Apogee	Two above partition in Playroom 2 for main system reinforcement
2	AFI-2 Yoke Assembly	Apogee	Two above partition in Playroom 2 for main system reinforcement
1	DLC24 Speaker Controller	Apogee	Amp rack/ Processor for AFI-3 mains and AFI-2 fills
1	CA-4000 2 channel power a	Apogee	Amp rack / Channel 1 for AFI-3 mains and Channel 3 for AFI-2 delay speakers
Qty	Electronics Description	Manufacturer	Location / Notes
1	VMIX	Bogen	Mixer
1	TBL1S	Bogen	Input Card
1	SAX1R	Bogen	Input Card
2	MIC2S	Bogen	Input Card
2	MC27	Bogen	Mic Clips
2	SF-4	Bogen	Mic Stands
1	UA844SWB	Shure	Antenna Combiner
2	SLX124/85/SM58	Shure	Wireless Mic System with Handheld and Lavalier mics
1	CDR1	Bogen	Rack mount Radio / CD player
1	RK78	Bogen	Rack mount kit for CDR1
1	PS8R Series II	Furman	Power Conditioner / Sequencer
1	RS1	Furman	Remote Switch
1	PTRK-14		
1			EST FRT

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0415-139 - Log
Apogee Sound System for East Brainerd Elementary School

4/02/2015 8:06 AM Eastern

Bids Due Date/Time: 4/21/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Hidden **Bids Due:** 4/21/2015 10:30:00 AM Eastern
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Message Summary	Message Detail	Document Detail
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Message Summary export print Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
4/02/2015 8:06:51AM	Eastern	Linda Chumbler	0415-139 - Apogee Sound System for East Brainerd Elementary School	Invitation	Please click on the above solicitation number to access bid documents.	874	0

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

LEGAL AD FOR NEWSPAPER – RUN ON Wednesday April 1, 2015

INVITATION TO SUBMIT SEALED BID

Hamilton County Government is accepting sealed bids for the installation, termination, testing, programming and certification for an Apogee Sound System. Contractor must provide proof of current Apogee certification. This project will provide a complete sound system for the new East Brainerd Elementary School located in Hamilton County at 7553 Igou Gap Road, Chattanooga. Bids will be accepted only from contractors licensed with the State of Tennessee.

Bid documents may be obtained from the Hamilton County Purchasing Department at 423-209-6350 or at www.hamiltontn.gov/purchasing.

A mandatory pre-bid/site visit will be held on April 14, 2015 at the construction site listed above.

Sealed bids will be accepted in the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404 before 10:30 a.m. Eastern Time on Tuesday, April 21, 2015. No bids will be received or accepted at or after that time.

Gail B. Roppo
Director of Purchasing



Apogee Sound System for East Brainerd Elementary School
Telecommunications Department
Tuesday, April 21, 2015 10:30 A.M.

Vendor:	Southeastern Communications Services, Inc.
Sub Contractors Used	No
Business Location	Dalton GA
Base Bid	\$36,770.67
Hourly Labor Rate +/- 5%	\$97.50

REQUEST FOR BIDS	
NEWSPAPER AD:	4-1-15
VENDOR MAILINGS:	874
VENDOR RESPONSE:	1
BUDGETED:	Bond Fund



Hamilton County Board of Commissioners RESOLUTION

No. 515-11

A RESOLUTION ACCEPTING THE QUOTATION FROM PHYSIO CONTROL, INC. FOR A TWO (2) YEAR SERVICE CONTRACT FOR LIFEPAK DEFIBRILLATOR / CARDIAC MONITORS BEGINNING JULY 1, 2015, THROUGH JUNE 30, 2017, AMOUNTING TO \$82,859.90 PER TERM FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the quotation received for a two (2) year technical service agreement amounting to \$82,859.90 per term to be paid in annual installments of \$41,429.95 for Emergency Medical Services; and,

WHEREAS, Physio Control, Inc. is considered a sole source; and,

WHEREAS, the amount of \$82,859.90 per term is considered economically fair; and,

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

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

That the quotation from Physio Control, Inc. amounting to \$82,859.90 per term, for a two (2) year service contract for Lifepak defibrillator/cardiac monitors beginning July 1, 2015, through June 30, 2017, for Emergency Medical Services is hereby accepted, said quotation being the most economical, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000

TOLL-FREE
800 442 1142

www.physio-control.com

December 1, 2014

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole source provider in **all** markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative or call 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss
Vice-President, Americas Sales

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 02272101
HAMILTON CTY EMS
2900 RIVERPORT RD
CHATTANOOGA, TN 37406

Bill To # 02272103
HAMILTON CTY EMS
317 OAK ST
STE 316
CHATTANOOGA, TN 37403

This Technical Service Support Agreement begins on 7/1/2015 and expires on 6/30/2017.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$82,859.90 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: EALL64
MATT GREENE
Phone:
FAX: 800-772-3340

Customer Contact:
LT. Eric Ethridge
Phone: 423-493-5105
FAX: 423-493-5173

Reference Number: SC-1078
Printed: 3/30/2015

Renewal
Page 1 of 7

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or *"Repair Only Service"* means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or *"Inspection Only Service"* means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or *"Repair & Inspect Service"* means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: MATT GREENE, EALL64

District: CENTRAL

Phone:

FAX: 800-772-3340

Equipment Location: HAMILTON CTY EMS, 02272101

2900 RIVERPORT RD

CHATTANOOGA, TN 37406

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	35184729	1	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	37366977	2	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	37366978	3	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	37366980	4	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	37366984	5	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	37367001	6	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	38422518	7	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	38422519	8	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	38422520	9	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	38422521	10	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	38422522	11	7/1/2015	6/30/2017	2
LIFEPAK® 12	VLP12-02-007228	38422523	12	7/1/2015	6/30/2017	2
LIFEPAK® 15	V15-2-000051	39789980	13	7/1/2015	6/30/2017	2
LIFEPAK® 15	V15-2-001603	40679844	14	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688078	15	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688079	16	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688080	17	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688271	18	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688272	19	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688273	20	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40688275	21	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40691456	22	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40691458	23	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40691459	24	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40691460	25	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40691461	26	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	40691525	27	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	41711961	28	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	41712108	29	10/1/2015	6/30/2017	1

Reference Number: SC-1078

Printed: 3/30/2015

Renewal

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LIFEPAK® 15	V15-2-001603	41712314	30	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	41712362	31	10/1/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	42768438	32	9/17/2015	6/30/2017	1
LIFEPAK® 15	V15-2-001603	42768860	33	9/17/2015	6/30/2017	1

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
 - Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
 - Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 Defibrillator/Monitor Services

LIFEPAK® 12 Defibrillator/Monitor Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries,

FASTPAK 2 batteries, LIFEPAK SLA batteries,

- o LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
- o For each LIFEPAK 12 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o For each LIFEPAK 12 listed on Schedule A, replacement of up to four (4) Physio-Control FASTPAK® batteries,

FASTPAK 2 batteries, LIFEPAK SLA batteries,

- o LIFEPAK NiCd batteries in accordance with the device Operating Instructions, or upon battery failure; or
- o For each LIFEPAK 12 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.



Hamilton County Board of Commissioners RESOLUTION

No. 515-12

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO APPLY TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND ACCEPT A LITTER PREVENTION AND TRASH COLLECTION GRANT IN THE AMOUNT OF \$108,900 WITH A CONTRACT PERIOD BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

WHEREAS, Hamilton County will apply to TDOT for a grant in the amount of \$108,900 for the prevention and collection of litter and trash in Hamilton County; and,

WHEREAS, no matching funds are required to receive this grant, which has been previously budgeted; and,

WHEREAS, copies of all agreements and required reports stipulated in the grant contract will be kept on file in the Courts Community Service Program Office and will be available for public inspection during normal office hours;

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

The County Mayor is hereby authorized to apply for, accept, and sign a contract with the Tennessee Department of Transportation for a grant in the amount of \$108,900 to provide litter and trash collection throughout Hamilton County with a contract period beginning July 1, 2015 and ending June 30, 2016.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 515-13

A RESOLUTION ACCEPTING THE BIDS OF BOUND TREE MEDICAL, LLC AND NASHVILLE MEDICAL AND EMS PRODUCTS, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 7, 2015, THROUGH MAY 6, 2016, FOR MEDICAL SUPPLIES FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the bids from Bound Tree Medical, LLC and Nashville Medical and EMS Products, Inc. were considered to be the lowest and best overall bids received; and,

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

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

That the bids of Bound Tree Medical, LLC. and Nashville Medical and EMS Products, Inc. for one (1) year contract pricing, beginning May 7, 2015, through May 6, 2016, for medical supplies for Emergency Medical Services are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

JIM M. COPPINGER
COUNTY MAYOR



KENNETH L. WILKERSON
DIRECTOR
EMERGENCY MEDICAL SERVICES

HAMILTON COUNTY, TENNESSEE

DATE: April 20, 2015

TO: Linda Chumbler

FROM: Captain Eric Ethridge

RE: Medical Supply Bid Evaluation

The following two vendors were the vendors with the highest percentage of low cost bids meeting specification. **Boundtree Medical** presented the only bid for all items specified and was the bidder with the highest percentage of items with the lowest cost. **Nashville Medical and EMS Products Inc.** was the vendor with the next highest percentage of low bid items. I would like to select these two vendors as they are the most economical and in the best interest of Hamilton County.

EMS Disposable Medical Supplies

Hamilton County, Tennessee is soliciting bids for the purposes of establishing a one (1) year contract pricing to furnish Hamilton County Emergency Medical Services Disposable Medical Supplies and Equipment to be ordered on an as needed basis. The contract period will be for one year from the time of approval of this contract by the Hamilton County Commission and, by mutual agreement, may be renewed for an additional two (2) one year periods. All prices must remain fixed throughout the initial twenty-four month term of this contract. Thereafter, any extensions shall be subject to an adjustment, only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage change in the Consumer Price Index (CPI-U, all items, all urban consumers, US city average) but under no circumstances will be allowed to exceed a five (5) percent increase. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the initial term (base year) average, January through December and each January through December thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. The use of the base year is for calculation purposes only, price adjustments will only be effective for the renewal periods. No retroactive contract price adjustments will be allowed. Any requested adjustment shall be fully documented and submitted to the County at least sixty (60) days prior to the contract renewal date.

Bid price to include shipping/delivery to:

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

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on April 6, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0315-134 Disposable Medical Supplies". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid# 0315-134 EMS Medical Supplies
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Award of Bid

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

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

Contacts

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

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

Specifications

Each item is to be priced individually. Brands other than those specified must submit specifications and sample at time of bid. Samples will not be returned following evaluation.

1. **Rigid one piece adjustable extrication collar adjustable: Ambu Perfit ACE and Ambu Mini Perfit Ace adjustable collar or equivalent: Sizing: Adult- 16 precise sizes within the 4 standard adult sizes. Range neckless (size 3) to Tall (Size 6). Usage approximately 3000 per year. Pediatric- 12 precise sizes within the 3 standard sizes. Usage approximately 300 per year. Must store flat with preshaped flip chin piece for easy storage. CT and MRI compatible. Ventilated posterior shell for fluid drainage. Nasal Cannula holder on collar body. Two safety buttons to lock sizing on collar body.**
2. **Disposable 9 foot one piece backboard restraint strap-Usage approximately 10,000 per year. 9 feet in length, constructed of two (2") inch polypropylene webbing, orange or black in color Straps to have plastic side release buckle and must be X ray translucent.**
3. **Disposable head immobilizer-Usage approximately 3000 per year. Compliance Dispos-O-Blocks, Quad Med EHI-1418 or Phoenix Frontier AP2044 or equivalent Foam Block head immobilizer. No white or light colored products. Measurements: 9" Length x 5.25" Height x 2.75" Width at top and 4.125" Width at bottom. Includes a set of 3' head/chin tape. No Adhesive of any type on the blocks themselves.**
4. **Wool blanket 62 inch x 80 inch flame retardant blanket, grey or dark blue in color.**
5. **Primary I.V. Tubing, Sterile, 10 drop 83 inch one needless site (luer lock) and one split septum (needle) injection site with rotary luer lock adapter. Usage approximately 6000 per year. Amsino 180306 or equivalent.**

6. **I.V. extension set 8" sterile with PRN adapter (INT) Needleless with rotary luer lock adapter with Roberts clamp. Usage approximately 10,000 per year. Amsino AE3108 or equivalent.**
7. **Transparent I.V. dressing box of 100. Usage approximately 120 boxes per year. Conmed Veni-Gard Adult. Part # 705-4431. No substitution**
8. **Combi-tube dual lumen airway device. No substitution. Usage approximately 800 per year. Kendal/Mallinckrodt Part # 5-18441. Size 41 French (Adult size). Device must be packaged in roll-up package and also contain 20ml syringe and 140ml syringe, suction catheter and elbow.**
9. **Bag Valve Mask Adult - Ambu Spur II disposable. No substitution Usage approximately 500 per year. Adult Ambu # 520211000B - With reservoir bag and adult mask and oxygen supply tubing.**
10. **Bag Valve Mask Pediatric with 3 Masks - Ambu Spur II disposable. Usage approximately 75 per year No substitution Pediatric Ambu # 530214000 - With reservoir bag and with masks for neonate, infant, and toddler and oxygen supply tubing. .**
11. **Esophageal detector device. Usage approximately 200 per year. Ambu TubecheckB Ambu part # 000 172 002 or equivalent Bulb type endotracheal tube verification device.**
12. **Endotracheal Tube Holder Adult. Usage approximately 400 per year. Laerdal Thomas Tube Holder Adult part #600-02001. No substitution.**
13. **Endotracheal Tube Holder Pediatric. Usage approximately 200 per year. Laerdal Thomas Tube Holder Adult part #600-02001. No substitution.**
14. **Malleable Splint, Foam covered- Usage approximately 450 per year. Medsource Flex-All Splint #MS-Split or Sam Splint 36" or equivalent. Must be waterproof, radiolucent, and 36 inches in length.**
15. **Pre-Filled Normal Saline Flush. Usage approximately 9000 per year Normal Saline (0.9% NaCl) Pre-filled, injectable, 10cc Syringe, Luer Lock, Sterile Packaged in boxes of 100 syringes.**
16. **Latex Free Tourniquet Usage approximately 2500 per year Kent Elastomer Products, Inc Free-Band® latex-free tourniquet. 1 inch x 18 inch in rolls of 25 tourniquets. Color blue. No Substitution.**
17. **Traction Splint Sager Form III Bilateral Usage approximately 10 per year Sager Form III Bilateral Traction Splint Model S304 No substitution**
18. **Traction Splint Sager Infant Usage approximately 10 per year Sager Infant Bilateral Traction Splint Model S300 No substitution**
19. **Clam Shell device (XP-1 or KED) Usage approximately 10 per year lam shell short spinal immobilization device XP-1 or KED type device. Device shall provide spinal immobilization for seated patients. The device shall include affixed restraint straps, head straps and integral padding. Device shall be furnished with charring case or bag that can be completely closed by zipper or other method**

20. **Padded Board Splints Usage approximately 100 per year** Padded board splint dimensions ½" 3" solid wood covered with ½" foam padding on one side with vinyl cover in lengths of 15", 36" and 54". Morrison Medical part numbers 1815, 1836, 1854 or 1875 or equivalent. Splints will be bought either in complete sets of two 15", two 36" and two 54" with carrying case or groups of individual sizes to be determined at time of order.
21. **Repro Med (RMS Products) Res-Q-Vac Adult Kit Usage** or equivalent To include wide bore flexible adult suction catheter, canister for adult, reusable pump handle, and carry case.
22. **Repro Med (RMS Products) Res-Q-Vac Adult Refill Usage** or equivalent. Wide bore flexible tubing, adult canister and cap.
23. **Repro Med (RMS Products) Res-Q-Vac Pediatric Refill Usage** or equivalent 8 French pediatric suction catheter, canister for pediatric usage and cap.
24. **Intraosseous Needle 15 gauge adjustable length. Usage approximately 100** Jamshidi type disposable I.O. needle 15 gauge with adjustable length suitable for manual insertion in pediatric patients. Adjustable length of 3/8" to 1 7/8".
25. **Intraosseous Needle 18 gauge adjustable length. Usage approximately 100** Jamshidi type disposable I.O. needle 15 gauge with adjustable length suitable for manual insertion in pediatric patients. Adjustable length of 3/8" to 1 7/8".
26. **Pharyngeal Suction Tip Usage approximately 500 per year.** SSCOR Inc "Big Stick" #44241 No substitution
27. **O2 Resq CPAP system** Bitrac Ed full face mask with 30/22mm elbow, omnclip and head strap, flow generator and 72" corrugated anti-asphyxia circuit with 3-Set O2- CPAP valve 5.0 cm, 7.5 cm, and 10.0 cm CPAP valve, adult large mask. Ref# 313-7055X No substitution
28. **Medical Anti Shock Trouser (MAST) - Usage approximately 5 per year.** Mast III-A or equivalent Adult size trauma air pants with carrying case, tubing and pump. Suit should have a vinyl type outer covering with Velcro® closures.
29. **Endotracheal Tube Introducer (Bougie), 15 French, Angled Tip, Single use. Approximate usage 200** Portex or equivalent adult size endotracheal tube introducer.
30. **Disaster Pouch (Adult)** 6 Carry Handles suitable for handling by 2, 4 or 6 persons. Static lift tested to 450 lbs (204 kg) capacity. Sealed seams for superior resistance to leakage during transport and to comply with OSHA Regulation 3130. Must be manufactured to and comply with U.S. Gov't and Department of Defense (DOD) specifications for disaster response Human Remains Pouch National Stock Number - NSN: 9930-01-331-6244 Impervious abrasion resistant exterior material Envelope style easy access zipper opening Exterior material 14 oz. - 18 mil HD vinyl coated scrim Maintain identification and "Chain of Custody" integrity using our serialized tamper resistant zipper pull seals, BBID-KIT or our new disaster ID kit.
31. **Long Spine Board**
The BAK-PAK II™ spine board or equivalent. Spine board will be blue in color with pins for straps. Constructed of LLD polyethylene, and foam-filled Convex bottom with built-in runners. Extra-

large hand holds to allow bulky gloved hands to fit. Compatible with most head immobilizers. Must be 100% X-ray translucent and Impact resistance in hot or cold temperatures. Highly resistant to blood, oils, acids and other chemical contaminants. Dimensions: 72 inch x 16 inch x 1.13 inch Minimum load capacity: 450 lbs **Usage approximately 50 per yer.**

32. Breathsaver Airway Bag

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

33. LA Rescue Trauma Attack Pack

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

34. Plano 747M Medical box

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

35. Flambeau 2072 Medical box

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

36. Portable Oxygen Regulator

Brass Core Regulator, 0-25 LPM, CGA 870, Right Hand Dial, Barb Outlet, 1 PTO. Patented brass core in all areas that contact high-pressure oxygen Meets ASTM-G-175-03 promoted ignition tests. Inlet pressure: 200-3,000 PSI Outlet pressure: 50 PSI
Materials: All brass in high-pressure and relief-valve zones, 20-micron, sintered-bronze inlet filter, Teflon pressure regulating seat, Viton and silicone O-rings, stainless steel fasteners and springs. FDA-recommended brass and Viton seal washer.

37. CAT Tourniquet NSN 6515-01-521-7976- usage approximately 30 per year.

Completely occludes blood from verified/validated scientific methods. One handed windlass system. Needs to fit a wide range of extremities. Once applied, needs to lock in place by various clips. Color: black; red elliptical tip to assist user in locating and threading during application. Strap length 37.5 inches nominal, Strap width 1.5 inches nominal. Dimension packaged: 6.5 in length by 2.4 in wide by 1.5 in deep

38. King Vision Video Laryngoscope reusable digital display. Kingsystems Part # KVIS01 No substitution. Reusable display for use with King Vision system.

39. King Vision Kit. Kingsystems Part # KVLKIT3 No substitution. Includes one (1) reusable digital display, 3 channeled disposable blades, 1 standard disposable blade, case and CD

40. King Vision Channeled blade Kingsystems Part # KVL03C No substitution. Channeled Blade, Size 3 – Medium Adult for King Vision System.

41. King Vision Standard Blade Kingsystems Part # KVL03 No substitution. Standard Blade, Size 3 – Medium Adult for King Vision system.

42. **Glucometer Test Strips- Bayer / Ascensia Contour Glucose Test Strips.** Glucose test strips compatible with Bayer Contour glucose meter. Packaged as bottle of 50. Minimum 12 month expiration date upon delivery.
43. **Pelvic splint-** SAM Pelvic Splint II Buckle maintains correct force; cannot be over-tightened. Standard sized to fit 98% of population. Fabric does not stretch and cleans for reuse with standard detergents or antimicrobial solutions. Radiolucent (allowing for X-rays and CT-scans without removal). Reusable device not a disposable onetime use device. Latex free.
44. **Pediatric ECG Electrodes-** ECG monitoring electrodes with snap connector suitable for infant and pediatric use with LifePak 12 and LifePak 15 monitors. Packaged 3 electrodes per package in box of 10 packages of 3 total 30 electrodes per box. Conmed Huggables® 1620-003 or equivalent.
45. **Portable suction unit-** Laerdal Suction Unit. One-hand-grip design. Canister option: Bemis Disposable Canister system 1000 cc or 1200 cc. High efficiency filter kit HEPA rated bacterial filter. Latex free. Vacuum regulator dial. LED display for use day or night. TEST - Device Diagnostics program. Children vacuum range area (marked in blue) on the control panel. No-tools-necessary field changeable battery Rechargeable Battery, NiMH, 12 VDC 2 Ah External Battery Charger 12V DC Power-cord for connection to vehicle connection. Performance High flow / High vacuum Air Flow: >30 LPM Vacuum - Max.: 500+ mmHg (67 kPa) Vacuum - Range: 80 - 500+ mmHg (11 - 67 kPa) Battery run time: Approximately (free flow) 30 minutes Noise level: 46 - 56 dBA (80 - 500 mmHg). Dimensions / weight 31.5 cm x 33 cm x 16 cm (12.4" x 13" x 6.3") Weight: 4 kg (8.9 lbs)
46. **Life Pak 15 Accessories listed below. Physio-Control products for compatibility with existing cardiac monitors. No substitution. Part numbers listed are Physio-Control part numbers.**

Quantities to support 22 devices in normal usage.

NIPB Supplies

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

NIBP Cuffs

Infant cuff8 - 14 cm 11160-000001

Pediatric 13 - 20 cm 11160-000003

Adult 26 - 35 cm 11160-000005

Large Adult 32 - 42 cm 11160-000007

X-Large Adult 45 - 44 cm 11160-000009

ECG Monitoring Accessories

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

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

12-Lead ECG Cable 6-Wire Precordial Attachment

Physio-Control 11111-000022

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

Pediatric EDGE System RTS Electrodes with QUIK-COMBO Connector

Physio-Control Part# 11996-000093

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

Masimo SET® RC Patient Cables

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

Physio-Control Part# 11171-000037 (4ft)

Physio-Control Part# 11171-000038 (12ft)

Rainbow Reusable Sensor

Physio-Control Part# 11171-000049 (Ad)

Physio-Control Part# 11171-000050 (Ped)

Rainbow Adhesive Sensor (10/box)

Physio-Control Part# 11996-000342 (Inf)

Physio-Control Part# 11996-000341 (Neo/Ad)

Rainbow Adhesive Sensor (10/box)

Physio-Control Part# 11996-000339 (Ad)

Physio-Control Part# 11996-000340 (Ped)

Adult Rainbow Direct Connect Reusable Sensor

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

Pediatric Rainbow Direct Connect Reusable Sensor

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

Capnography Filterlines

FilterLine® SET

Adult/Pediatric

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

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

Infant/Neonatal

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

Smart CapnoLine® Plus Adult with O2

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

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

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

Smart CapnoLine Pediatric with O2

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

LifePak 15 Cases and Pouches

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

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

PRICING SHEET

Bid Sheet page 1 of 13

Vendor _____

Extrication Collar, Adult \$ _____ each

Brand _____

Part# _____

Extrication Collar, Pediatric \$ _____ each

Brand _____

Part# _____

9' Backboard Strap \$ _____ each

Brand _____

Part# _____

Head Immobilizer \$ _____ each

Brand _____

Part# _____

Wool blanket \$ _____ each

Brand _____

Part# _____

I.V. Tubing 10gtt \$ _____ each

Brand _____

Part# _____

PRN (INT) Adapter \$ _____ each

Brand _____

Part# _____

Bid Sheet page 2 of 13

Vendor _____

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

Brand No Substitution

Part# _____

Combi-Tube \$ _____ each

Brand No Substitution

Part# _____

BVM, Adult Ambu \$ _____ each

Brand No Substitution

Part# _____

BVM, Pediatric Ambu \$ _____ each

Brand No Substitution

Part# _____

Esophageal detector \$ _____ each

Brand _____

Part# _____

Tube holder, Adult Laerdal \$ _____ each

Brand No Substitution

Part# _____

Tube holder, Pedi. Laerdal \$ _____ each

Brand No Substitution

Part# _____

Vendor _____

Malleable splint \$ _____ each

Brand _____

Part# _____

Normal Saline Flush \$ _____ each

Brand _____

Part# _____

Latex Free Tourniquet \$ _____ each

Brand No Substitution

Part# _____

Sager Traction Splint \$ _____ each

Brand No Substitution

Part# _____

Infant Sager Traction Splint \$ _____ each

Brand No Substitution

Part# _____

Clam Shell Device \$ _____ each

Brand _____

Part# _____

Padded Board Splints Set \$ _____ each

Brand _____

Part# _____

Bid Sheet page 4 of 13

Vendor _____

Padded Board Splint 15" \$ _____ each

Brand _____

Part# _____

Padded Board Splint 36" \$ _____ each

Brand _____

Part# _____

Padded Board Splint 54" \$ _____ each

Brand _____

Part# _____

Res-Q-Vac Adult Kit \$ _____ each

Brand _____

Part# _____

Res-Q-Vac Adult Refill \$ _____ each

Brand _____

Part# _____

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

Brand _____

Part# _____

Bid Sheet page 5 of 13

Vendor _____

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

Brand _____

Part# _____

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

Brand _____

Part# _____

Big Stick Suction Tip \$ _____ each

Brand No Substitution

Part# _____

O2 Resq CPAP System \$ _____ each

Brand No Substitution

Part# _____

MAST Trousers \$ _____ each

Brand _____

Part# _____

Bougie 15 French \$ _____ each

Brand _____

Part# _____

Bid Sheet page 6 of 13

Vendor _____

Disater Pouch, Adult \$ _____ each

Brand _____

Part# _____

Long Spine Board \$ _____ each

Brand _____

Part# _____

Breathsaver \$ _____ each

Brand No Substitution

Part# _____

LA Rescue Trauma Bag \$ _____ each

Brand No Substitution

Part# _____

Bid Sheet page 7 of 13

Vendor _____

Plano 747M \$ _____ each

Brand Plano

Part# _____

Flambeau 2072 \$ _____ each

Brand Flambeau

Part# _____

Portable O2 Regulator \$ _____ each

Brand _____

Part# _____

CAT Tourniquet \$ _____ each

Brand _____

Part# _____

King Vision Display \$ _____ each

Brand No Substitution

Part# _____

King Vision Kit \$ _____ each

Brand No Substitution

Part# _____

King Vision Channeled Blade \$ _____ each

Brand No Substitution

Part# _____

Bid Sheet page 8 of 13

Vendor _____

King Vision Standard Blade \$ _____ each

Brand No Substitution

Part# _____

Test Strips \$ _____ each

Brand _____

Part# _____

Pelvic Splint \$ _____ each

Brand _____

Part# _____

Pedi. ECG Electrodes \$ _____ each

Brand _____

Part# _____

Portable Suction Unit \$ _____ each

Brand No Substitution

Part# _____

NIBP Tubing, Coiled \$ _____ each

Brand Physio-Control

Part# 21300-007300 (2-9ft)

Infant cuff \$ _____ each

Brand Physio-Control

Part# 11160-000001

Vendor _____

Pediatric cuff	\$ _____ each
Brand	Physio-Control
Part#	11160-000003
Adult cuff	\$ _____ each
Brand	Physio-Control
Part#	11160-000005
Large Adult cuff	\$ _____ each
Brand	Physio-Control
Part#	11160-000007
X-Large Adult cuff	\$ _____ each
Brand	Physio-Control
Part#	11160-000009
12-Lead Trunk Cable	\$ _____ each
Brand	Physio-Control
Part#	11111-000020 (8ft)
12-Lead ECG Cable 6-Wire	\$ _____ each
Brand	Physio-Control
Part#	11111-000022
QUIK-COMBO Adult	\$ _____ each
Brand	Physio-Control
Part#	11996-000017

Bid Sheet page 10 of 13

Vendor _____

Pediatric QUIK-COMBO \$ _____ each

Brand Physio-Control

Part# 11996-000093

QUIK-COMBO Therapy Cable \$ _____ each

Brand Physio-Control

Part# 11113-000004

RC Patient Cable

4 foot cable \$ _____ each

Brand Physio-Control

Part# 11171-000037

12 foot cable \$ _____ each

Brand Physio-Control

Part# 11171-000038

Rainbow Reusable Sensor

Adult \$ _____ each

Brand Physio-Control

Part# 11171-000049

Pediatric \$ _____ each

Brand Physio-Control

Part# 11171-000050

Bid Sheet page 11 of 13

Vendor _____

Rainbow Adhesive Sensor (10/box)

Infant \$ _____ each

Brand Physio-Control

Part# 11996-000342

Neo/Adult \$ _____ each

Brand Physio-Control

Part# 11996-000341

Rainbow Adhesive Sensor (10/box)

Adult \$ _____ each

Brand Physio-Control

Part# 11996-000339

Pediatric \$ _____ each

Brand Physio-Control

Part# 11996-000340

Rainbow Direct Connect Reusable Sensor

Adult \$ _____ each

Brand Physio-Control

Part# 11171-000032 (8ft)

Pediatric \$ _____ each

Brand Physio-Control

Part# 11171-000033 (8ft)

Vendor _____

Capnography FilterLine® SET

Adult/pedi 200 cm \$ _____ 25/pk
Brand Physio-Control
Part# 11996-000081

Capnography FilterLine® SET

Adult/pedi 400 cm \$ _____ 25/pk
Brand Physio-Control
Part# 11996-000164

Capnography FilterLine® SET

Pedi/neonate \$ _____ 25/pk
Brand Physio-Control
Part# 11996-000001

Smart CapnoLine® Plus Adult with O2

Adult 200 cm \$ _____ 25/pk
Brand Physio-Control
Part# 11996-000163

Adult 400cm \$ _____ 25/pk
Brand Physio-Control
Part# 11996-000165

CapnoLine Pedi w/O2 \$ _____ 25/pk
Brand Physio-Control
Part# 11996-000128

Bid Sheet page 13 of 13

Vendor _____

Standard Carrying Case \$ _____ each

Brand Physio-Control

Part# 11577-000002

Back Pouch \$ _____ each

Brand Physio-Control

Part# 11260-000039

Company Name: _____

By: _____

Phone: _____ Fax: _____

Email Address: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0315-134 - Log

3/23/2015 8:23 AM Eastern

EMS Disposable Medical Supplies

Bids Due Date/Time: 4/06/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 4/06/2015 10:30:00 AM Eastern
[Hide](#)

Message Summary		Message Detail	Document Detail				
Message Summary		export	print				
		Records Per Page					
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/23/2015 8:23:30AM	Eastern	Linda Chumbler	0315-134 - EMS Disposable Medical Supplies	Invitation	Please click on the above solicitation number to access bid documents.	309	3

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

Please run the attached ad on March 23, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract pricing for EMS Disposable Medical Supplies will be opened at 10:30 AM (ET) on April 6, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Item	Bound Tree	Nashville Med & EMS	Ever Ready First Aid	EMED	MMS	Roll-Aid	Penn Care inc.	McKesson	Henry Schein	Physlo
Extrication Collar Adult	\$ 3.95	\$ -	\$ 6.00	\$ 4.95	\$ 5.70	\$ 6.94	\$ 4.14	\$ 7.80	\$ 4.48	
Extrication Collar Pedl.	\$ 3.95	\$ -	\$ 6.00	\$ 4.95	\$ 5.70	\$ 7.10	\$ 4.14	\$ 7.80	\$ 4.48	
Backboard Strap	\$ 1.76	\$ 1.23	\$ 2.00	\$ 3.50	\$ 1.55	\$ -	\$ 2.18	\$ 3.16	\$ 9.88	
Head Immobilizer	\$ 2.55	\$ 4.89	\$ 8.72	\$ 3.95	\$ 3.60	\$ -	\$ 2.06	\$ 2.84	\$ 6.77	
Wool Blaket	\$ 8.19	\$ -	\$ 9.90	\$ 12.95	\$ 17.23	\$ 21.03	\$ -	\$ 9.68	\$ 9.38	
I.V. Tubing 10ggt.	\$ 1.24	\$ -	\$ 1.72	\$ 1.25	\$ 1.25	\$ -	\$ 1.38	\$ 1.62	\$ 1.62	
INT Adapter	\$ 1.25	\$ 0.95	\$ 1.36	\$ 0.95	\$ 1.01	\$ 1.70	\$ 0.97	\$ 1.34	\$ 1.35	
Veniguard Dressing	\$ 0.35	\$ 0.38	\$ 0.40	\$ 37.50	\$ 0.34	\$ 54.41	\$ 0.45	\$ 0.48	\$ 0.45	
Combl-Tube	\$ 40.93	\$ -	\$ 48.00	\$ 38.95	\$ 41.43	\$ -	\$ 50.81	\$ 43.26	\$ 48.15	
Adult BVM	\$ 8.22	\$ -	\$ 10.90	\$ 9.50	\$ 11.22	\$ 12.51	\$ 9.18	\$ 12.84	\$ 8.30	
Pedl BVM	\$ 13.71	\$ -	\$ 15.00	\$ 9.50	\$ 17.23	\$ 16.65	\$ 13.89	\$ 24.76	\$ 13.09	
Esophageal Detector	\$ 1.85	\$ -	\$ 2.36	\$ 2.95	\$ 2.25	\$ 3.49	\$ 2.03	\$ 3.82	\$ 1.81	
Adult Tube Holder	\$ 2.54	\$ -	\$ 3.60	\$ 3.85	\$ 2.66	\$ 3.37	\$ 3.14	\$ 2.84	\$ 2.59	
Pedi Tube Holder	\$ 2.54	\$ -	\$ 3.60	\$ 3.85	\$ 2.66	\$ 3.46	\$ 3.14	\$ 2.84	\$ 2.59	
Malleable Splint	\$ 5.60	\$ 2.89	\$ 3.54	\$ 4.95	\$ 3.17	\$ 12.74	\$ 4.21	\$ 7.93	\$ 5.18	
Normal Saline Flush	\$ 0.33	\$ -	\$ 0.43	\$ 0.37	\$ 0.38	\$ 62.91	\$ 0.44	\$ 0.34	\$ 0.89	
Latex Free Tourniquet	\$ 4.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.70	\$ -	\$ -	
Sager Traction Splint	\$ 309.99	\$ -	\$ 370.00	\$ -	\$ -	\$ 391.55	\$ 317.12	\$ 339.16	\$ 306.87	
Infant Sager Splint	\$ 270.12	\$ -	\$ 310.00	\$ -	\$ -	\$ 332.63	\$ 265.20	\$ 285.24	\$ 258.08	
Clam Shell Device	\$ 55.06	\$ 52.49	\$ -	\$ 95.00	\$ 54.30	\$ -	\$ 107.39	\$ 113.89	\$ 64.30	
Padded Board Splints Set	\$ 65.29	\$ 22.49	\$ 30.00	\$ -	\$ 28.37	\$ 38.39	\$ 33.13	\$ 2.49	\$ 31.53	
15" Padded Board Splint	\$ 2.06	\$ 1.69	\$ 2.36	\$ -	\$ 1.63	\$ 2.73	\$ 2.39	\$ 2.49	\$ 2.32	
36" Padded Board Splint	\$ 3.54	\$ 2.79	\$ 3.90	\$ -	\$ 3.13	\$ 4.06	\$ 3.94	\$ 3.56	\$ 3.82	
54" Padded Board Splint	\$ 4.99	\$ 3.89	\$ 5.72	\$ -	\$ 3.95	\$ 5.77	\$ 12.19	\$ 5.26	\$ 4.95	
Res Q Vac Complete	\$ 65.29	\$ 35.99	\$ 72.00	\$ 35.00	\$ -	\$ 67.09	\$ 66.94	\$ 64.19	\$ 66.50	
Res Q Vac Adult Refill	\$ 15.38	\$ 8.95	\$ 16.00	\$ 8.50	\$ -	\$ 17.90	\$ 12.19	\$ 16.92	\$ 14.09	
Res Q Vac Pedl. Refill	\$ 16.65	\$ 8.95	\$ 16.00	\$ 8.50	\$ -	\$ 14.37	\$ 12.19	\$ 13.09	\$ 14.23	
IO needle 15g	\$ 8.59	\$ 9.95	\$ 9.90	\$ -	\$ 19.59	\$ 24.39	\$ 11.46	\$ 14.85	\$ 18.60	
IO needle 18g	\$ 8.59	\$ 9.95	\$ 9.90	\$ -	\$ 19.59	\$ 24.56	\$ 11.46	\$ 55.24	\$ 18.60	
Big Stck Suction tip	\$ 1.68	\$ -	\$ 2.00	\$ 2.25	\$ 2.23	\$ -	\$ 2.42	\$ 1.82	\$ 1.96	
CPAP Set	\$ 35.71	\$ -	\$ -	\$ 54.50	\$ -	\$ 57.70	\$ 58.92	\$ 35.88	\$ -	
MAST	\$ 682.11	\$ -	\$ -	\$ 975.00	\$ -	\$ -	\$ 908.16	\$ 779.41	\$ 864.14	
ET Introdoucer 15 french	\$ 4.15	\$ 2.89	\$ 5.90	\$ 2.95	\$ 4.19	\$ 9.74	\$ 5.77	\$ 6.07	\$ 4.48	
Disaster Pouch	\$ 22.87	\$ -	\$ -	\$ -	\$ 36.28	\$ 56.27	\$ 187.38	\$ 40.99	\$ 81.90	
Long Spine Board	\$ 163.85	\$ 84.95	\$ 236.50	\$ 85.00	\$ 196.83	\$ -	\$ 235.17	\$ 289.36	\$ 68.38	
Breathsaver	\$ 158.32	\$ -	\$ 180.00	\$ 149.50	\$ 172.17	\$ 214.12	\$ 180.13	\$ 180.41	\$ 159.15	
LA Rescue Trauma Bag	\$ 60.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Plano 747M	\$ 105.63	\$ -	\$ 115.00	\$ -	\$ -	\$ 163.08	\$ 123.39	\$ 142.90	\$ 113.59	
Flambeau 2072	\$ 47.45	\$ -	\$ 75.00	\$ -	\$ -	\$ 60.06	\$ 65.79	\$ 56.18	\$ 50.02	
Portable O2 Regulator	\$ 58.11	\$ 34.95	\$ 60.00	\$ 69.95	\$ 29.93	\$ -	\$ 27.92	\$ 36.68	\$ 50.57	
CAT Tourniquet	\$ 23.90	\$ 27.69	\$ 24.90	\$ 24.95	\$ 26.27	\$ 29.17	\$ 25.77	\$ 26.19	\$ 27.59	
King Vision Display	\$ 1,036.77	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,799.15	\$ -	
King Vision Kit	\$ 1,122.61	\$ -	\$ 1,372.00	\$ -	\$ -	\$ -	\$ 1,261.21	\$ 1,919.18	\$ -	
King Vision Channeled Blade	\$ 29.62	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 32.84	\$ 35.95	\$ -	
King Vision Standard Blade	\$ 14.97	\$ -	\$ 29.00	\$ -	\$ -	\$ -	\$ 32.84	\$ 35.95	\$ -	
Test Strips	\$ 0.30	\$ 16.29	\$ 18.00	\$ 15.00	\$ 15.11	\$ -	\$ 10.85	\$ 1.32	\$ 38.00	
Pelvic Splint	\$ 54.99	\$ -	\$ 60.00	\$ 79.95	\$ -	\$ 69.86	\$ -	\$ -	\$ 55.09	
Pedi ECG electrodes	\$ 5.69	\$ -	\$ 10.00	\$ 4.95	\$ 4.56	\$ -	\$ 9.39	\$ 9.90	\$ 31.00	
Portable Suction Unit	\$ 737.85	\$ -	\$ 860.00	\$ 895.00	\$ 732.98	\$ -	\$ 818.21	\$ 778.22	\$ 713.31	
NIBP Tubing	\$ 43.18	\$ -	\$ 54.00	\$ 43.95	\$ 51.16	\$ 51.92	\$ -	\$ 46.25	\$ 46.75	
Infant Cuff	\$ 17.21	\$ -	\$ 23.00	\$ 18.95	\$ 19.53	\$ 19.82	\$ -	\$ 17.66	\$ 17.37	\$ 17.85
Pedi Cuff	\$ 19.28	\$ -	\$ 26.00	\$ 19.95	\$ 22.32	\$ 22.66	\$ -	\$ 20.18	\$ 19.30	\$ 20.40
Adult Cuff	\$ 23.80	\$ -	\$ 33.00	\$ 23.95	\$ 27.90	\$ 28.32	\$ 21.76	\$ 25.22	\$ 23.16	\$ 25.50
Large Adult Cuff	\$ 26.33	\$ -	\$ 36.00	\$ 25.95	\$ 30.69	\$ 31.15	\$ 31.31	\$ 27.75	\$ 25.61	\$ 28.05
XL Cuff	\$ 38.29	\$ -	\$ 54.00	\$ 39.95	\$ 44.65	\$ 45.31	\$ 44.51	\$ 40.36	\$ 39.71	\$ 40.80
12 Lead Trunk Cable	\$ 269.79	\$ -	\$ 377.00	\$ 272.50	\$ 316.27	\$ 320.96	\$ 308.27	\$ 285.88	\$ 281.25	\$ 289.00

EMS Medical Supplies
 Emergency Medical Services Department
 April 6, 2015 10:30 A.M.

12 Lead ECG 6 wire	\$ 106.15	\$ -	\$ 150.00	\$ 109.50	\$ 125.58	\$ 127.44	\$ 122.40	\$ 113.51	\$ 111.67	\$ 114.75
Quik combo Adult	\$ 10.63	\$ -	\$ 46.00	\$ 34.50	\$ 26.55	\$ 27.36	\$ 33.70	\$ 22.71	\$ 23.16	\$ 35.70
Pedi Quik Combo	\$ 11.49	\$ -	\$ 50.00	\$ 36.50	\$ 28.77	\$ 28.79	\$ 35.70	\$ 77.16	\$ 24.82	\$ 38.25
Quik Combo Cable	\$ 275.00	\$ -	\$ -	\$ 285.00	\$ 326.50	\$ 331.34	\$ -	\$ 295.13	\$ 290.34	\$ 298.35
RC Patient Cable 4ft.	\$ 199.77	\$ -	\$ 275.00	\$ 205.95	\$ 231.62	\$ 235.06	\$ -	\$ 378.91	\$ 205.97	\$ 211.65
RC Cable 12 ft.	\$ 568.32	\$ -	\$ -	\$ 305.95	\$ 344.76	\$ -	\$ -	\$ 311.94	\$ 281.25	\$ 315.35
Rainbow Reusable Adult	\$ 516.25	\$ -	\$ 705.00	\$ 645.95	\$ 592.55	\$ 601.33	\$ -	\$ 535.60	\$ 526.92	\$ 541.45
Rainbo reusable pedi	\$ 199.77	\$ -	\$ 700.00	\$ 775.95	\$ 654.88	\$ 664.58	\$ -	\$ -	\$ 550.46	\$ 628.15
Rainbo adhesive infant	\$ 13.35	\$ -	\$ 820.00	\$ 595.00	\$ 64.44	\$ 651.51	\$ -	\$ -	\$ 550.46	\$ 606.05
Rainbo adhesive Neo/adult	\$ 527.16	\$ -	\$ 790.00	\$ 575.00	\$ 62.18	\$ 628.59	\$ -	\$ 55.67	\$ 550.46	\$ 606.05
Rainbo Adhesive Adult	\$ 527.16	\$ -	\$ 659.00	\$ 575.00	\$ 62.18	\$ 632.22	\$ -	\$ -	\$ 550.46	\$ 606.05
Rainbo Adhesive Pedi	\$ 527.16	\$ -	\$ 820.00	\$ 595.00	\$ 64.44	\$ 674.78	\$ -	\$ 57.70	\$ 570.54	\$ 628.15
Rainbo Direct Connect Adult	\$ 808.72	\$ -	\$ 1,005.00	\$ 695.00	\$ 942.32	\$ 967.33	\$ 742.56	\$ 851.75	\$ 837.94	\$ 861.05
Rainbo Direct Connect Pedi	\$ 808.72	\$ -	\$ 1,005.00	\$ 695.00	\$ 942.32	\$ 960.66	\$ -	\$ 851.75	\$ 837.94	\$ 861.05
Capno. Filter line adult/pedi	\$ 199.75	\$ -	\$ 300.00	\$ 230.00	\$ 244.18	\$ 249.75	\$ 253.87	\$ 218.50	\$ 216.01	\$ 238.00
Canprn Filte line Adult pedi 400 cm	\$ 199.75	\$ -	\$ 349.00	\$ 260.00	\$ 273.83	\$ 276.51	\$ -	\$ 245.25	\$ 216.01	\$ -
Canprn Filte line Pedi neonate	\$ 297.00	\$ -	\$ 600.00	\$ 445.00	\$ 475.29	\$ 480.50	\$ 494.13	\$ 425.50	\$ 420.76	\$ 463.25
Smart capnoline adult 200cm	\$ 250.00	\$ -	\$ -	\$ 289.95	\$ 305.23	\$ -	\$ 317.33	\$ 273.25	\$ 270.01	\$ 297.50
Smart capnoline adult 400cm	\$ 250.00	\$ -	\$ -	\$ 325.00	\$ 388.00	\$ -	\$ -	\$ 347.44	\$ 343.56	\$ 378.25
Capnoline Pedi w/o2	\$ 250.00	\$ -	\$ 450.00	\$ 345.95	\$ 370.63	\$ 392.75	\$ 385.33	\$ 331.75	\$ 328.01	\$ 361.25
Standare Carrying Case	\$ 240.20	\$ -	\$ 322.00	\$ 240.00	\$ 268.83	\$ 279.20	\$ -	\$ 243.00	\$ 239.06	\$ 245.65
Back Pouch	\$ 58.60	\$ -	\$ 83.00	\$ 65.00	\$ 68.83	\$ 70.66	\$ -	\$ 62.22	\$ 61.22	\$ 62.90
All items sum (1 of each item bid)	\$ 12,578.82	\$ 334.25	\$ 15,279.61	\$ 11,425.32	\$ 8,844.92	\$ 10,590.25	\$ 7,739.49	\$ 13,387.33	\$ 11,149.61	\$ 8,859.55
Monitor items total	\$ 7,282.83	\$ -	\$ 9,732.00	\$ 8,775.40	\$ 7,376.43	\$ 8,800.50	\$ 2,790.87	\$ 6,162.04	\$ 7,965.53	\$ 8,859.55
Items Low	\$ 52.00	\$ 7.00	\$ -	\$ 6.00	\$ 4.00	\$ -	\$ 2.00	\$ 2.00	\$ 6.00	\$ -
Items not bid	\$ -	\$ 58.00	\$ 10.00	\$ 17.00	\$ 16.00	\$ 21.00	\$ 21.00	\$ 6.00	\$ 7.00	\$ 50.00
Percent of items low bid	68%	9%	0%	8%	5%	0%	3%	3%	8%	0%
Percent items not bid	0%	75%	13%	22%	21%	27%	27%	8%	9%	65%
Cost per item (row 81/items bid)	\$ 163.36	\$ 17.59	\$ 228.05	\$ 190.42	\$ 145.00	\$ 189.11	\$ 138.21	\$ 188.55	\$ 159.28	\$ 328.13
Cost per item (row 81/total items)	\$ 163.36	\$ 4.34	\$ 198.44	\$ 148.38	\$ 114.87	\$ 137.54	\$ 100.51	\$ 173.86	\$ 144.80	\$ 115.06

Green: Low bid meeting specs
 Pink: Does not meet specs

Request for Bids:	
Newspaper Ad:	03/23/2015
Vendor Notification:	309
Vendor Response:	10
Budgeted:	Operating



Hamilton County Board of Commissioners

RESOLUTION

No. 515-14

A RESOLUTION APPROVING THE EXPENDITURE OF SIXTY THOUSAND DOLLARS (\$60,000.00) IN DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT SEVEN) TO ASSIST WITH THE BUILDING OF A RESTROOM FACILITY FOR THE ATHLETIC COMPLEX AT EAST HAMILTON MIDDLE/HIGH SCHOOL.

WHEREAS, it is necessary that restroom facilities be built for the athletic complex at East Hamilton Middle/High School; and

WHEREAS, County Commissioner Sabrena Smedley has expressed her desire to use Sixty Thousand Dollars (\$60,000.00) of Discretionary Bond Funds allotted to District Seven to assist with the construction of the restroom facility; and

WHEREAS, the County Legislative Body deems said purchase to be in the best interest of the citizens of Hamilton County.

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

That the expenditure of Sixty Thousand Dollars (\$60,000.00) in Discretionary Bond Funds allotted to District Seven be approved to assist with the construction of restroom facilities for the athletic complex at East Hamilton Middle/High School.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 515-15

A RESOLUTION APPROVING THE EXPENDITURE OF FIFTEEN THOUSAND EIGHTY FIVE DOLLARS (\$15,085.00) IN DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT THREE) TOWARD THE PURCHASE OF ISG S200 DEMO THERMAL IMAGING CAMERAS WITH TRUCK MOUNT FOR THE DALLAS BAY VOLUNTEER FIRE DEPARTMENT.

WHEREAS, Dallas Bay Volunteer Fire Department has negotiated with North America Fire Equipment Company (NAFECO) for the purchase of three ISG Thermal SYS Model #S200 Imaging Cameras with Truck Mount to be installed on their fire engines; and

WHEREAS, said fire engines are jointly owned by Hamilton County and Dallas Bay Volunteer Fire Department; and

WHEREAS, the image cameras have been developed by ISG for sole distribution by NAFECO; and

WHEREAS, County Commissioner Marty Haynes has expressed his desire to use Fifteen Thousand Eighty Five Dollars (\$15,085.00) of Discretionary Bond Funds allotted to District Three to be applied toward the purchase of said cameras; and

WHEREAS, this County Legislative Body deems said purchase to be in the best interest of the citizens of Hamilton County.

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

That the expenditure of Fifteen Thousand Eighty Five Dollars (\$15,085.00) in Discretionary Bond Funds allotted to District Three be approved to assist Dallas Bay Volunteer Fire Department in purchasing three ISG Thermal SYS Model #S200 Imaging Cameras with Truck Mount to be installed on their fire engines.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 515-16

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MARCH 1, 2015, THROUGH MARCH 31, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between March 1, 2015, through March 31, 2015.

March 3, 2015, \$12,982.24 for 8,061 gallons of E10 gasoline at 1.6105 per gallon from Sweetwater Valley Oil Co., Inc.

March 6, 2015, \$1,279.50 for 500 gallons of regular unleaded gasoline at 2.5590 per gallon from Jat Oil and Supply, Inc.

March 9, 2015, \$1,140.59 for 200 gallons of regular unleaded gasoline at 2.5558 per gallon and 250 gallons of diesel fuel at 2.5177 per gallon from Sweetwater Valley Oil Co., Inc.

March 13, 2015, \$1,388.05 for 603 gallons of regular unleaded gasoline at 2.3019 per gallon from Jat Oil and Supply, Inc.

March 19, 2015, \$12,673.55 for 8,037 gallons of E10 gasoline at 1.5769 per gallon from Sweetwater Valley Oil Co., Inc.

March 25, 2015, \$12,671.10 for 8,038 gallons of E10 gasoline at 1.5764 per gallon from Sweetwater Valley Oil Co., Inc.

March 25, 2015, \$2,723.00 for 1,400 gallons of regular unleaded gasoline at 1.9450 per gallon from Collins Oil Co., Inc.

March 26, 2015, \$13,041.23 for 8,016 gallons of E10 gasoline at 1.6269 per gallon from Sweetwater Valley Oil Co., Inc.

March 27, 2015, \$14,315.20 for 8,000 gallons of diesel fuel at 1.7894 per gallon from Sweetwater Valley Oil Co., Inc.

March 30, 2015, \$11,579.33 for 7,500 gallons of E10 gasoline at 1.54391 per gallon from Parman Lubricants.

March 30, 2015, \$1,324.68 for 249 gallons of regular unleaded gasoline at 2.5051 per gallon and 284 gallons of diesel fuel at 2.4680 per gallon from Sweetwater Valley Oil Co., Inc.

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

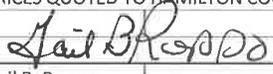
Vetoed:

County Mayor

May 6, 2015

Date

Fuel Quotes

Date:		3/3/2015	3/6/2015	3/9/2015	3/13/2015	3/19/2015	3/25/2015	3/25/2015	3/26/2015	3/27/2015	3/30/2015	3/30/2015
Location		White Oak	Sale Creek	Walden's Ridge	ESNP	Sheriff's Sub-Station	White Oak	Riverpark	Silverdale	Silverdale	Career Lane	Mowbray VFD
Sweetwater/Bentley (HC)	Gasoline		2.6305	2.5558	2.4929			2.0212				2.5051
	E-10 Gasoline	1.6105				1.5769	1.5764		1.6269		1.5534	
	Diesel			2.5177						1.7894		2.4680
Jat Oil (HC)	Bio Diesel											
	Gasoline		2.5590	2.5690	2.3019			2.0380				2.4890
	E-10 Gasoline	1.6440				1.5830	1.6060		1.6320		1.5620	
Collins Oil	Diesel			2.7190						1.7980		2.5190
	Bio Diesel											
	Gasoline		no quote	no quote	no quote			1.9450				no quote
Mansfield	E-10 Gasoline	1.6390				1.6290	1.6150		1.6450		1.5530	
	Diesel			no quote						1.8050		no quote
	Bio Diesel											
Rogers Petroleum	Gasoline		no quote	no quote	no quote			no quote				no quote
	E-10 Gasoline	no quote				no quote	no quote		no quote		no quote	
	Diesel			no quote						no quote		no quote
Parman (HC)	Bio Diesel											
	Gasoline		no quote	no quote	no quote			no quote				no quote
	E-10 Gasoline	1.6606				1.6412	1.6137		no quote		1.54391	
Dupree Oil	Diesel			no quote						no quote		no quote
	Bio Diesel											
	Gasoline		no quote	no quote	no quote			no quote				no quote
Pilot Travel	E-10 Gasoline	no quote				no quote	no quote		no quote		no quote	
	Diesel			no quote						no quote		no quote
	Bio Diesel											
Lykins Energy	Gasoline		no quote	no quote	no quote			2.9438				no quote
	E-10 Gasoline	1.6189				1.6078	1.6303		1.6353		1.5618	
	Diesel			no quote						1.8294		no quote
Lykins Energy	Bio Diesel											
	Gasoline		no quote	no quote	no quote			no quote				no quote
	E-10 Gasoline	1.6567				1.6524	1.6337		no quote		1.5818	
Lykins Energy	Diesel			no quote						1.8274		no quote
	Bio Diesel											
I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF MARCH 1, 2015, THROUGH MARCH 31, 2015												
												
Gail B. Roppo Director of Purchasing												

Unleaded Gasoline	March 2015	YTD
Gallons Purchased	2,952	34,271
Total Cost	\$6,525.48	\$85,667.53
Average Cost/Gallon	\$2.2105	\$2.4997
E-10		
Gallons Purchased	39,652	363,588
Total Cost	\$62,947.44	\$746,689.38
Average Cost/Gallon	\$1.5875	\$2.0537
Diesel		
Gallons Purchased	8,534	161,090
Total Cost	\$15,645.54	\$376,866.62
Average Cost/Gallon	\$1.8333	\$2.3395
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners

RESOLUTION

No. 515-17

A RESOLUTION ACCEPTING THE BID OF SHI INTERNATIONAL CORPORATION FOR CONTRACT UNIT PRICING FOR MICROSOFT SURFACE PRO 3 AND IPAD AIR 2, BEGINNING MAY 6, 2015 THROUGH MAY 5, 2016, WITH THE OPTION TO RENEW FOR ONE ADDITIONAL ONE (1) YEAR TERM, FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for Microsoft Surface Pro 3 and IPAD Air 2 for the Information Technology Services Department; and,

WHEREAS, the bid from SHI International Corporation was considered to be the lowest and best bid received; and,

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

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

That the bid of SHI International Corporation for contract unit pricing, beginning May 6, 2015 through May 5, 2016, with the option to new for one additional one (1) year term for the Information Technology Services Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

**SPECIFICATIONS FOR BID # 0315–136
HAMILTON COUNTY GOVERNMENT
MICROSOFT SURFACE PRO 3 & IPAD AIR 2 - UNIT PRICING**

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month contract for Microsoft Surface Pro 3 and IPAD Air 2 Wi-Fi only under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission with an option to renew for one (1) year. All prices must remain fixed throughout the term of this contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

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

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

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

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

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

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

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

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

BID SUBMISSION REQUIREMENTS

The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on April 13, 2015, to the Hamilton County Purchasing Director at the address specified below.

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0315-136: Microsoft Surface Pro 3 & IPAD Air 2 from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

COMPLETION OF THE ATTACHED BID PRICING FORM:

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

COMPLETION OF THE AUTHORIZATION TO BIND FORM:

Please complete and sign the attached Authorization to Bind form on the page 5

QUESTIONS:

Questions concerning product specifications should be directed to:

Brian Turner
Director, Hamilton County ITS
BrianT@hamiltontn.gov
423-209-6250

Questions concerning bid procedures should be directed to the:

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

BID PRICING FORM

Hamilton County is seeking a twelve month unit price contract on the Microsoft Surface Pro 3 and IPAD Air 2 Wi-Fi ONLY.

Product Description	Unit Price Bid (\$)
<p>1. Microsoft Office Pro 3 – Color Gray</p> <ul style="list-style-type: none"> - i5 processor - 4GB RAM - 128 GB SSD Storage 	
<p>2. IPAD Air 2 – Wi-Fi <u>ONLY</u> with 16GB memory – Color Gray</p>	
<p>3. IPAD Air 2 – Wi-Fi <u>ONLY</u> with 64GB memory – Color Gray</p>	
<p>4. IPAD Air 2 – Wi-Fi <u>ONLY</u> with 128GB memory – Color Gray</p>	
<p>NOTES:</p> <p>(1) <i>Hamilton County estimates a need for twenty-five (25) to fifty (50) units. This is a projection, not a commitment to order. Note that orders will be placed as needed throughout the year and not as one single order.</i></p> <p>(2) <i>Hamilton County does not qualify for academic pricing.</i></p> <p>(3) <i>If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement under the appropriate line items. Proposed prices for new or revised products shall be constructed for most favored prices. [See Substitution and Technology Refreshment section above for further detail.]</i></p>	

Submitted by Company Name: _____
Print Name

Contact Name / Phone: _____
Print Name

AUTHORIZATION TO BIND

By signing this bid document, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Role: Client

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 - Questions
 - Bidders
 - Bids
 - Log

Solicitation 0315-136 - Log

3/30/2015 8:19 AM Eastern

Microsoft Surface Pro 3 & IPAD Air 2

Bids Due Date/Time: 4/13/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 4/13/2015 10:30:00 AM Eastern
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Message Summary

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/30/2015 8:19:32AM	Eastern	Linda Chumbler	0315-136 - Microsoft Surface Pro 3 & IPAD Air 2	Invitation	Please click on the above solicitation number to access bid documents.	586	0

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

Please run the attached ad on March 30, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Microsoft Surface Pro 3 and IPAD Air 2 (Wi-Fi ONLY) will be opened at 10:30 AM (ET) on April 13, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Microsoft Surface Pro 3 & IPAD Air 2
 ITS Department
 April 13, 2015 10:30 A.M.

Vendors:	EnPointe Technologies Sales LLC	CDW Government LLC	Thomas Consultants, Inc.	Southern Computer Warehouse	GlobalGov/Ed Solutions Inc.	Personal Computer Solutions Inc.	SHI International Corp.	OM Office Supply Inc.	IT Savvy
Microsoft Office Pro 3:	\$978.23 ea.	\$953.32 ea.	\$1,056.78 ea.	\$946.47 ea.	\$968.36 ea.	\$989.00 ea.	\$941.39 ea.	\$978.00 ea.	\$955.00 ea.
IPAD Air 2 w/16GB:	\$492.47 ea.	\$473.79 ea.	\$540.44 ea.	\$478.53 ea.	N/B	N/B	\$468.18 ea.	N/B	\$472.00 ea.
IPAD Air 2 w/64GB	\$578.30 ea.	\$559.07 ea.	\$636.79 ea.	\$549.89 ea.	N/B	N/B	\$549.78 ea.	N/B	\$555.00 ea.
IPAD Air 2 w/128GB	\$674.87 ea.	\$652.32 ea.	\$733.15 ea.	\$641.71 ea.	N/B	N/B	\$641.58 ea.	N/B	\$647.00 ea.
Delivery:	7-10 Bus. Days	2-10 Days	7-10 days	3-5 days	2-10 Bus. Days	FOB	1-2 Wks.	15 day	
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/30/2015
Vendor Notification:	586
Vendor Response:	11
Budgeted:	Operating

Withdrew bid:
 Technology Integration Group

Submitted a bid, but did not meet specs:
 Busniess Services



Hamilton County Board of Commissioners RESOLUTION

No. 515-18

A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: Vintage Lane, an extension of Satjanon Drive and an extension of Raydoe Road.

WHEREAS, The above listed roads are new subdivision roads in the highlands at Belleau Ridge Subdivision and have been inspected by the Hamilton County Division of Public Works and meet current County Subdivision Regulations; and,

WHEREAS, the list of roads, a copy of which is attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein, completely describes the amendments to be made to the “Master List of Roads and Speed Limits”.

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

1. That the above named roads be declared district roads, 2nd class.
2. That the attached amendments to the “Master List of Roads and Speed Limits” are hereby adopted and approved.
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

May 6, 2015

Date

ROAD NAME

DESCRIPTION

Vintage Lane

Vintage Lane is in the 2nd Civil District, the 9th County Commission District, in the Highlands at Belleau Ridge Subdivision on State Tax Map Number 123, leading from Satjanon Drive north 0.06 miles to a turnaround, has a 40 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving Inc. for the developer Fatherson Partnership Two.

The speed limit on said road shall be **20 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 the State.

Satjanon Drive

Resolution No. 507-6 dated May 2, 2007 shows the mileage of Satjanon Drive as being 0.06 miles, described as leading from Belleau Ridge Drive south to a temporary turnaround; whereas, a new extension of Satjanon Drive was constructed leading from the existing Satjanon Drive 0.20 miles to a temporary turnaround, has a 50 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving Inc. for the developer Fatherson Partnership Two; and, whereas, Satjanon Drive is in the 2nd Civil District, the 9th County Commission District in Highlands at Belleau Ridge Subdivision on State Tax Map Number 123, leading from Belleau Ridge Drive south 0.26 miles to a temporary turnaround.

The speed limit on said road shall be **20 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 the State.

Raydoe Road

Resolution No. 1053- dated October 28, 1953 shows the mileage of Raydoe Road as being 0.24 miles, described as leading from Ooltewah-Georgetown Road east to a deadend; whereas, a new extension of Raydoe Road was constructed leading from the existing Raydoe Road 0.06 miles to a Satjanon Drive, has a 30 foot right-of-way, a 8 inch stone base, a chip seal pavement, and was built by Barry Higgins Construction and Card Paving Inc. for the developer Fatherson Partnership Two.; and, whereas, Raydoe Road is in the 2nd Civil District, the 9th County Commission District in the Meadow Stream Subdivision on State Tax Map Number 123, leading from Ooltewah-Georgetown Road east 0.30 miles to Satjanon Drive.

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 the State.



Hamilton County Board of Commissioners RESOLUTION

No. 515-19

A RESOLUTION ACCEPTING THE BID OF EVANS-AILEY CONSTRUCTION, INC. FOR CONSTRUCTION OF THE SALE CREEK VOLUNTEER FIRE DEPARTMENT HEADQUARTERS AMOUNTING TO \$4,192,000 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for construction of the Sale Creek Volunteer Fire Department Headquarters; and,

WHEREAS, the bid from Evans-Ailey Construction, Inc. amounting to \$4,192,000 was considered to be the lowest and best bid received; and,

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

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

That the bid of Evans-Ailey Construction, Inc. for construction of the Sale Creek Volunteer Fire Department Headquarters amounting to \$4,192,000 is hereby accepted; said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



michael brady inc.

www.michaelbradyinc.com

April 17, 2015

Ms. Gail Roppo, Director
Hamilton County Purchasing Department
117 East Seventh Street, 5th Floor Newell Tower
Chattanooga, Tennessee 37402

**Subject: Sale Creek Volunteer Fire Department Headquarters
Hamilton County Project No: 14-901**

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department on April 16, 2015 at 10:00 am. The total bid prices for each bidder are shown below. Itemized prices are listed in the attached Bid Tabulation and Summary of Proposals.

Contractor	Base Bid	Alternates			Total
		#1 - Gear Equip	#2 - Hose Equip	#3 - Sign	
Evans-Ailey Construction	\$ 4,125,000.00	\$19,000.00	\$24,000.00	\$24,000.00	\$ 4,192,000.00
Dillard Construction	\$ 4,218,529.46	\$20,310.00	\$30,280.00	\$24,000.00	\$ 4,293,119.46
Construction Consultants	\$ 4,362,029.46	\$20,000.00	\$30,000.00	\$20,000.00	\$ 4,432,029.46
J&J Contractors	\$ 4,376,160.00	\$19,200.00	\$22,800.00	\$36,700.00	\$ 4,454,860.00
Rouse Construction	\$ 4,438,529.46	\$20,500.00	\$22,000.00	\$20,000.00	\$ 4,501,029.46
Wilson Construction	\$ 4,442,529.46	\$21,000.00	\$25,700.00	\$15,000.00	\$ 4,504,229.46
P&C Construction	\$ 4,539,653.00	\$ 8,450.00	\$25,800.00	\$18,485.00	\$ 4,592,388.00
Helton Construction	\$ 4,678,000.00	\$22,503.00	\$21,856.00	\$23,651.00	\$ 4,746,010.00

The bid of Evans-Ailey Construction, Inc. is considered to be competitive and in line with present construction pricing levels. Evans-Ailey Construction, Inc. is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Evans-Ailey Construction, Inc. Furthermore, it is recommended that all three (3) Alternates be accepted.

Sincerely,

Ronald G. Rahn, AIA, NCARB
Principal
Michael Brady Inc.

Attachment

cc: file, Bid Tabulation Sheet

Chattanooga
2034 Hamilton Place Blvd., Suite 140
Chattanooga, TN 37421

Ph: 844-275-8080

Florida
100 Colonial Center Parkway, Suite 230
Lake Mary, FL 32746
Architecture: AA26000828
Interiors: IB26000665

www.michaelbradyinc.com

Knoxville
299 N. Weisgarber Road
Knoxville, TN 37919

Fax: 865-584-5213

LEGAL AD

Please run the attached ad on Thursday, March 19, 2015

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before **10:00 AM (ET), on Thursday, April 16, 2015** for the following construction project: Sale Creek Volunteer Fire Department Headquarters – Hamilton County Project #14-901.

The project consists of the new construction of a 27,484 square-foot pre-engineered metal structure & roof, metal stud & CMU walls with brick veneer, on a concrete slab & shallow foundation, which will be located at 14828 Dayton Pike, Sale Creek, TN 37373.

A Mandatory Pre-Bid Meeting will be held on **Thursday April 2, 2015 at 10:00 AM (ET)** at Conference Room C, 455 N Highland Park, Chattanooga, TN 37404.

Bidding documents will be distributed by: Michael Brady, Inc. at 423-305-5773 for instructions on how to access the internet ftp site in order to download plans and specifications.

LEGAL NOTICE

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before **10:00 AM (ET), on Thursday, April 16, 2015** for the following construction project: Sale Creek Volunteer Fire Department Headquarters - Hamilton County Project #14-901.

The project consists of the new construction of a 27,484 square-foot pre-engineered metal structure & roof, metal stud & CMU walls with brick veneer, on a concrete slab & shallow foundation, which will be located at 14828 Dayton Pike, Sale Creek, TN 37373.

A Mandatory Pre-Bid Meeting will be held on **Thursday April 2, 2015 at 10:00 AM (ET)** at Conference Room C, 455 N Highland Park, Chattanooga, TN 37404.

Bidding documents will be distributed by: Michael Brady, Inc. at 423-305-5773 for instructions on how to access the internet ftp site in order to download plans and specifications.

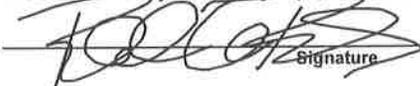


michael brady inc.
architecture engineering interiors

Sale Creek Volunteer Fire Department Headquarters
Hamilton County #14-901 - MBI #140171
Thursday, April 16, 2015

Contractor	Forms							Addendum			Base Bid			Alternates			Total
	Env	bond	SOQ	DWA	SOE	SOC	DBE	1	2	3				#1 - Gear Equip	#2 - Hose Equip	#3 - Sign	
1 Evans-Ailey Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 4,125,000.00	\$ -	\$ 4,125,000.00	\$19,000.00	\$24,000.00	\$24,000.00	\$ 4,192,000.00
2 Dillard Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 4,404,529.46	\$ (186,000.00)	\$ 4,218,529.46	\$20,310.00	\$30,280.00	\$24,000.00	\$ 4,293,119.46
3* Construction Consultants	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 4,342,029.46	\$ 20,000.00	\$ 4,362,029.46	\$20,000.00	\$30,000.00	\$20,000.00	\$ 4,432,029.46
4 J&J Contractors	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 4,376,160.00	\$ -	\$ 4,376,160.00	\$19,200.00	\$22,800.00	\$36,700.00	\$ 4,454,860.00
5 Rouse Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 4,438,529.46	\$ -	\$ 4,438,529.46	\$20,500.00	\$22,000.00	\$20,000.00	\$ 4,501,029.46
6 Wilson Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 4,442,529.46	\$ -	\$ 4,442,529.46	\$21,000.00	\$25,700.00	\$15,000.00	\$ 4,504,229.46
7 P&C Construction	✓	✓	✓	✓	✓	✓	✓	⊗	⊗	⊗	\$ 4,539,653.00	\$ -	\$ 4,539,653.00	\$ 8,450.00	\$25,800.00	\$18,485.00	\$ 4,592,388.00
8 Helton Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 5,100,000.00	\$ (422,000.00)	\$ 4,678,000.00	\$22,503.00	\$21,856.00	\$23,651.00	\$ 4,746,010.00

I certify that the above tabulation is a true and accurate representation of prices listed on bid forms opened at Hamilton County Purchasing Dept., 455 N. Highland Park Ave., Chattanooga, TN.


Signature

* Construction Consultants Base Bid tabulation was added incorrectly on the Bid Form and was written as \$4,342,060.00. The correct amount is shown above, but has no effect on the low bid order.



Hamilton County Board of Commissioners RESOLUTION

No. 515-20

A RESOLUTION APPROVING THE SUBMISSION OF A REQUEST FOR LEASE PROPOSALS TO NATURAL RESOURCES CONSERVATION SERVICE (NRCS) AND TO AUTHORIZE THE COUNTY MAYOR, ON BEHALF OF HAMILTON COUNTY, TO NEGOTIATE AND EXECUTE A FIVE-YEAR SUCCEEDING LEASE AGREEMENT BETWEEN HAMILTON COUNTY AND THE UNITED STATES OF AMERICA (USA) FOR OFFICE SPACE WITHIN THE J. MERLE CRAWLEY AGRICULTURE CENTER, SAID LEASE COMMENCING AUGUST 1, 2015 AND TERMINATING JULY 31, 2020.

WHEREAS, on May 2, 1990, the Hamilton County Board of Commissioners approved Resolution 590-9 authorizing a lease agreement with the United States Government (USA) for office space for the Soil Conservation Service and approved Resolution 406-39 on April 19, 2006 renewing said lease agreement until March 31, 2011, and on April 6, 2011, the Hamilton County Board of Commissioners approved Resolution 411-16 which approved an 18 month holdover of said lease due to changes in the Federal Management Regulation (FMR) Bulletin 2008-B-1 then extended the lease through July 31, 2015; and,

WHEREAS, the USA desires to continue leasing said office space consisting of 1,058 square feet at the rate of \$12.00 per square foot at a monthly rate of \$1,058 and an annual rate of \$12,696 for a term beginning August 1, 2015 and terminating July 31, 2020, but now requires the submission of the Request for Lease Proposals to NCRS for negotiating the five-year succeeding lease; and,

WHEREAS, it is in the best interest of Hamilton County to continue to provide leased office space to the USA (Soil Conservation Service) at the J. Merle Crawley Agriculture Center located within the Bonny Oaks Industrial Park.

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

That the submission of a Request for Lease Proposal to NCRS is hereby approved and the County Mayor is authorized, on behalf of Hamilton County, to negotiate and execute a five-year succeeding lease agreement between Hamilton County and the United States of America for 1,058 square feet of office space within the J. Merle Crawley Agriculture Center at the rate of \$12.00 per square foot at a monthly rate of \$1,058 and an annual rate of \$12,696 for the lease term commencing August 1, 2015 and terminating July 31, 2020..

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



United States Department of Agriculture

Wednesday, April 08, 2015

Hamilton County Government
4th Floor Mayfield Annex
123 East Seventh Street
Chattanooga, TN 37402

Subject: USDA Office Space Chattanooga, TN – Request for Lease Proposals (RLP)
RLP #NRCS-TN-15-002

Dear Mayor Coppinger:

The USDA-NRCS Lease No. 57-4741-6-584 for NRCS Field Office space located in the Hamilton County Agriculture Service Center, Chattanooga, TN expires July 31, 2015 and I would like to proceed with an acquisition process to obtain a Succeeding Lease at the current location.

Enclosed you will find documents that comprise the Request for Lease Proposals package. This is for the Hamilton County government to submit a proposal to NRCS for negotiating a 5-year succeeding lease. If you are interested, please complete the enclosed proposal and return to me no later than **April 30, 2015**; however this may be submitted sooner:

Document Name or Description (return underlined forms)

- ✍ GSA Form R102 Request for Lease Proposals NRCS-TN-15-002, informational purpose only.
- ✍ GSA Form L202 Succeeding Lease No. 57-4741-15-XXX, is a new Lease Agreement that will be updated after NRCS gets everything else back from the county, so do not return that.
- ✍ GSA Form 3516 Solicitation Provisions, informational purpose only.
- ✍ GSA Form 3517B, General Clauses, initial off on at the bottom of each page in the space marked "Lessor" and return to me.
- ✍ GSA Form 1364-S Proposal to Lease Space, complete and return to me.
- ✍ GSA Form 3518-A, Representations and Certifications, complete and return to me.
- ✍ IT'S Requirements, AD-2066, initial off on at the bottom of each page and return to me.
- ✍ Security Requirements, level 1, informational purpose only.
- ✍ Prelease Fire PLSE for an office building, GSA form 12000, Part A, informational purpose only. However, I do need a copy of the Certificate of Occupancy to cover this item.
- ✍ Seismic Waiver Form: sign/date and return to me.
- ✍ GSA Form 1217 Lessor's Annual Cost Statement, complete and return to me.
- Send me a copy of scaled floor plan delineating the Premises.

Natural Resources Conservation Service
675 US Courthouse, 801 Broadway
Nashville, Tennessee 37203
Voice (615) 277-2531 Fax (615) 277-2577
An Equal Opportunity Provider and Employer

If you have any questions or concerns, please feel free to contact me at (602) 280-8776 or email me at william.fletcher@az.usda.gov or contact Yi Kum at (615) 277-2535 or through email at yi.kum@tn.usda.gov.

Sincerely,

/S/

William J. Fletcher
Real Property Leasing Officer

Enclosures:

cc w/o enclosures: Jenny Adkins, Area Conservationist, NRCS, Cookeville, TN
Cameron Delligatti, District Conservationist, NRCS, Dayton, TN



Hamilton County Board of Commissioners RESOLUTION

No. 515-21

A RESOLUTION ACCEPTING THE BID OF RENTENBACH CONSTRUCTORS, INC. FOR CONSTRUCTION OF THE GANNS MIDDLE VALLEY ELEMENTARY SCHOOL AMOUNTING TO \$29,414,000.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for construction of the Ganns Middle Valley Elementary School; and,

WHEREAS, the bid from Rentenbach Constructors, Inc. amounting to \$29,414,000.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Rentenbach Constructors, Inc. for construction of the Ganns Middle Valley Elementary School amounting to \$29,414,000.00 is hereby accepted, said bid being the lowest and best bid received, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

May 4, 2015

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



Re: Ganns Middle Valley Elementary School – Bids for Construction
Hamilton County Project No. 14-906

Dear Ms. Roppo,

Bids for Ganns Middle Valley Elementary School were received by the Hamilton County Purchasing Department April 30, 2:00 PM at the McDaniel Building. I have attached our Bid Summary of the results of that Bid.

Based upon Hamilton County's commitment to complete the new facility in time for the 2016/2017 school year, we recommend accepting Rentenbach Construction's Bid including Alternates 1 (Certificate of Occupancy by July 25, 2016) and 2 (LED Lighting).

Sincerely,

A handwritten signature in blue ink that reads 'Andrew C. Hausler'.

Andrew C. Hausler
Partner, Derthick, Henley & Wilkerson Architects, PLLC

Copy w/attachment Gary Waters, Asst. Supt., Hamilton County Dept. of Education
John Agan, P.E., Hamilton County Engineering
Todd Leamon, P.E., Hamilton County Engineering
File



Ganns Middle Valley Elementary School

Bid Tabulation

May 30 2015 -2:00 PM McDaniel Building, 455 N. Highland Park Avenue, Chattanooga, TN

	Dillard Construction	J&J Construction	Rentenbach Const.	Sain Construction
Bid Bond (Y/N)	Yes	Yes	Yes	Yes
Received Addenda 1-3 (Y/N)	Yes	Yes	Yes	Yes
Total Lump Sum Base Bid	\$ 30,361,000.00	\$ 27,744,000.00	\$ 27,949,000.00	\$ 28,958,000.00
Envelope Changes	None	None	None	None
Unit Prices Sum (this price is included in the Base Bid)	\$ 615,000.00	\$ 507,500.00	\$ 615,000.00	\$ 615,000.00
Listed Below are Line Item Prices for Each Item forming the Unit Prices Sum				
Item 1 Undercutting unsuitable soil and removal -20,000 CY	\$12/ \$240,000.00	\$8/\$160,000	\$12/ \$240,000.00	\$12/ \$240,000.00
Item 2 -Soil inportation - 20,000 CY	\$12/\$240,000.00	\$12/\$240,000	\$12/\$240,000.00	\$12/\$240,000.00
Item 3 Mass Rock Excavation - 500 CY	\$150/\$75,000.00	\$125/\$62,500	\$150/\$75,000.00	\$150/\$75,000.00
Item 4 Trench Rock Excavation- 300 CY	\$200/\$60,000	\$150/\$45,000	\$200/\$60,000	\$200/\$60,000
Alternate 1 -Early Completion (Add)	\$ 1,200,000.00	\$ 208,950.00	\$ 1,365,000.00	\$ 8,000,000.00
Alternate 2 -LED Lighting (Add)	\$ 110,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Bid- All Alternates (Base Bid + Alt. 1 and 2)	\$ 31,671,000.00	\$ 28,052,950.00	\$ 29,414,000.00	\$ 37,058,000.00

Listed Subcontractors

Geothermal	Mid State	Mid State	Mid State	Mid State
HVAC	Eagle	Eagle	Jake Marshal	T. S. Raulston
Electrical	Adman	Massey	Massey	Adman
Plumbing	Damron	T. S. Raulston	Damron	T. S. Raulston
Masonry	Jenkins	Jenkins	Gentry & Painter	Jenkins

LEGAL AD

Please run the attached ad on Monday March 30, 2015

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 2:00 PM (ET), on April 30, 2015 for the following construction project: Ganns Middle Valley Elementary School Project #14-906

The project consists of the construction of Ganns Middle Valley Elementary School, including the furnishing of all labor, material, equipment, tools, supervision, incidental, and any other items necessary or convenient to satisfactorily complete the construction.

A Mandatory Pre-Bid Meeting will be held on April 16, 2015 at 2:00 PM (ET) at the McDaniel Building, 455 N. Highland Park Avenue, Conference Room C.

Bidding documents will be distributed by: Derthick, Henley & Wilkerson Architects (DH&W), 1001 Carter Street, Chattanooga, TN 37402. Contact Drew Hausler at 423-266-4816. Payment of \$250.00 (Make checks payable to DH&W Architects) is required for each set. Sets may be returned, if in good condition, complete, bound in order and unmarked, for a refund.

LEGAL NOTICE

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 2:00 PM (ET), on April 30, 2015 for the following construction project: Ganns Middle Valley Elementary School Project #14-906

The project consists of the construction of Ganns Middle Valley Elementary School, including the furnishing of all labor, material, equipment, tools, supervision, incidental, and any other items necessary or convenient to satisfactorily complete the construction.

A Mandatory Pre-Bid Meeting will be held on April 16, 2015 at 2:00 PM (ET) at the McDaniel Building, 455 N. Highland Park Avenue, Conference Room C.

Bidding documents will be distributed by: Derthick, Henley & Wilkerson Architects (DH&W), 1001 Carter Street, Chattanooga, TN 37402. Contact Drew Hausler at 423-266-4816. Payment of \$250.00 (Make checks payable to DH&W Architects) is required for each set. Sets may be returned, if in good condition, complete, bound in order and unmarked, for a refund.



Hamilton County Board of Commissioners RESOLUTION

No. 515 -22

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO AMEND A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF COMMUNITY HEALTH PREVENTION SERVICES USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$90,600.00 THEREBY REQUIRING THE HEALTH DEPARTMENT’S REVENUE AND EXPENSE BUDGET BE INCREASED BY \$20,000.00 FOR THE PERIOD BEGINNING MAY 15, 2015, ENDING JUNE 30, 2015.

WHEREAS, the State of Tennessee, Department of Health has allocated an additional \$20,000.00 to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for the purpose of providing increased services associated with our Community Health Prevention Program (Chronic Disease/School Health Contract); and

WHEREAS, the additional services will include increased promotion of local Farmers Markets and incentives for Gold Sneaker Programs; and

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to amend the contractual arrangement with the State of Tennessee, Department of Health for the provision of additional services for an amount not to exceed \$90,600.00 for the period beginning May 15, 2015, ending June 30, 2015.

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

That the County Mayor be authorized to amend a contract between the State of Tennessee, Department of Health and the Health Services Division, Hamilton County, Tennessee, doing business as the Chattanooga-Hamilton County Health Department for the provision of Community Health Prevention Services for an amount not to exceed \$90,600.00, which requires that the revenue and expense budget for the Health Department, for the period beginning May 15, 2015, ending June 30, 2015 be increased by \$20,000.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



GRANT AMENDMENT

Agency Tracking # 34352-07914	Edison ID 40752	Contract # GG-1440752	Amendment # 1		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) FY 2015 adding funds to supplies to conduct a Market Campaign					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 20,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		\$70,600.00			\$70,600.00
2015		\$90,600.00			\$90,600.00
2016		\$70,600.00			\$70,600.00
2017		\$70,600.00			\$70,600.00
2018		\$70,600.00			\$70,600.00
TOTAL:		\$373,000.00			\$373,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
			GG-1440752		
Speed Chart (optional) HL00017078, HL00000755, HL00000764, HL00008281, HL00017079, HL00017080, HL00000752		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GG-14-40752**

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

1. Grant Contract section A.2. is deleted in its entirety and replaced with the following:
 - A.2. Service Definitions:
 - a. PHE means a Public Health Educator.
 - b. Gold Sneaker refers to a Tennessee initiative developed to enhance policies related to physical activity and nutrition in licensed child care facilities across the State.
 - c. "Targeted schools" are those schools in the county which have been selected by mutual agreement of the State and the local school board.
 - d. *Nutricise*® CD is a compact disc offering active learning songs and nutritional information at a level children can understand.
 - e. *Smart Fitness, Smart Food*® CD is a multi-purpose compact disc addressing both the need to provide opportunities for exercise, and important nutritional facts to encourage children to understand how to eat properly.
 - f. Yoga stretching cards are playing cards that offer various yoga poses, breathings and meditations, used for developing exercise routines for improve strength and relieve stress.

2. The following is added as Grant Contract section A.5.c.:
 - A.5.c. During the period May 15, 2015 through June 30, 2015, the Grantee shall:
 - (1) Conduct a marketing campaign to encourage the consumption of fresh fruits and vegetables by promoting utilization of local Farmers' Markets. The marketing campaign shall include logo development, posters, flags and/or promotional supplies to be distributed throughout Hamilton County.
 - (2) Conduct a marketing campaign to promote the participation of licensed day care facilities in the Gold Sneaker program. The Grantee shall provide Gold Sneaker incentive items to include balls, sports ball bags, hoops, jump ropes, *Nutricise*® CD's, *Smart Fitness, Smart Food*®CD's child size portion plates, and/or yoga stretching cards to licensed day care facilities in Hamilton County.

3. The following is added to Grant Contract section A.7.:

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
<i>Conduct a marketing campaign to promote utilization of Farmers' Markets</i>	A.5.c..	From May 15, 2015 through June 30, 2015	Hamilton County	To Be Determined
<i>Conduct a marketing campaign to promote participation in the Gold Sneaker program</i>	A.5.c..	From May 15, 2015 through June 30, 2015	Hamilton County	To Be Determined

4. The following is added as Grant Contract section A.10.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 4, is incorporated in this Grant Contract.
5. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Seventy Three Thousand Dollars (\$373,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 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.
6. Grant Contract section C.6. is deleted in its entirety and replaced with the following:
- 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.
7. Grant Contract section E.2. is deleted in its entirety and replaced with the following:
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Daniel Mitchell, MS, Director
 Chronic Disease Program
 Tennessee Department of Health
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email: Daniel.Mitchell@tn.gov
 Telephone #: (615) 741-5379
 FAX #: (615) 532-7189

The Grantee:

Rebekah Barnes, Director
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, Tennessee 37403-2102
Email Address:beckyb@mail.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.

- 8. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.
- 9. Grant Contract Attachment 4 is deleted in its entirety and replaced with the new Attachment 4 attached hereto.

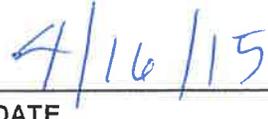
Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to,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

Amendment Effective Date. The revisions set forth herein shall be effective May 15, 2015. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:





GRANTEE SIGNATURE

DATE

Becky Barnes, Administrator
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim Coppinger, Mayor, Hamilton County, TN
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

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

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-CHRONIC DISEASE MANAGEMENT AND SCHOOL HEALTH PROMOTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014 and ending June 30, 2018. Roll-Up				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$176,900.00	\$0.00	\$176,900.00
2	Benefits & Taxes	\$110,700.00	\$0.00	\$110,700.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$70,100.00	\$0.00	\$70,100.00
6	Telephone	\$500.00	\$0.00	\$500.00
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	\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel/ Conferences & Meetings ²	\$4,800.00	\$0.00	\$4,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$373,000.00	\$0.00	\$373,000.00

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

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

**ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 2)**

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-CHRONIC DISEASE MANAGEMENT AND SCHOOL HEALTH PROMOTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014 and ending June 30, 2014 .				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$19,500.00	\$0.00	\$19,500.00
2	Benefits & Taxes	\$13,600.00	\$0.00	\$13,600.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$25,400.00	\$0.00	\$25,400.00
6	Telephone	\$500.00	\$0.00	\$500.00
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	\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel/ Conferences & Meetings ²	\$1,600.00	\$0.00	\$1,600.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

ATTACHMENT 1 (continued)
 GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

SALARIES	AMOUNT
Vacant, Health Educator	\$ 3,258.17 x 6 x 100% \$19,549.02
TOTAL ROUNDED	\$19,500.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$800.00
Conferences and meetings	\$800.00
TOTAL	\$1,600.00

**ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)**

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-CHRONIC DISEASE MANAGEMENT AND SCHOOL HEALTH PROMOTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014 and ending June 30, 2015 .				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$40,100.00	\$0.00	\$40,100.00
2	Benefits & Taxes	\$15,500.00	\$0.00	\$15,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$32,700.00	\$0.00	\$32,700.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$2,300.00	\$0.00	\$2,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$90,600.00	\$0.00	\$90,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5)

SALARIES	AMOUNT
Jefferson, Ashanti, Health Educator	\$ 3,339.37 x 12 x 100% + \$ - = \$40,072.44
TOTAL ROUNDED	\$40,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$800.00
Conferences and Meetings	\$1,500.00
TOTAL	\$2,300.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 6)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-CHRONIC DISEASE MANAGEMENT AND SCHOOL HEALTH PROMOTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015 and ending June 30, 2016 .				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7)

SALARIES	AMOUNT
Vacant, Health Educator	\$ 3,258.17 x 12 x 100% + \$ - \$39,098.04
TOTAL ROUNDED	\$39,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$150.00
State Training	\$150.00
TOTAL	\$300.00

**ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 8)**

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-CHRONIC DISEASE MANAGEMENT AND SCHOOL HEALTH PROMOTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016 and ending June 30, 2017 .				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 9)

SALARIES	AMOUNT
Vacant, Health Educator	\$ 3,258.17 x 12 x 100% + \$ - = \$39,098.04
TOTAL ROUNDED	\$39,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$150.00
State Training	\$150.00
TOTAL	\$300.00

**ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 10)**

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-CHRONIC DISEASE MANAGEMENT AND SCHOOL HEALTH PROMOTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2017 and ending June 30, 2018 .				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 11)

SALARIES		AMOUNT
Vacant, Health Educator	$\$ 3,258.17 \times 12 \times 100\% + \$ -$	\$39,098.04
TOTAL ROUNDED		\$39,100.00

TRAVEL / CONFERENCES & MEETINGS		AMOUNT
Local Travel		\$150.00
State Training		\$150.00
TOTAL		\$300.00

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	U58DP004839
Federal award date	September 5, 2014
CFDA number and name	93.945 / Chronic Disease and Health Promotion
Grant contract's begin date	January 1, 2014
Grant contract's end date	June 30, 2018
Amount of federal funds obligated by this grant contract	\$373,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,854,220.00
Name of federal awarding agency	Centers for Disease Control & Prevention (CDC)
Name and contact information for the federal awarding official	Kang W. Lee Email: klee@cdc.gov Phone: (770) 488-2853 Fax: (770) 488-2868
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	11.5%



Hamilton County Board of Commissioners RESOLUTION

No. 515-23

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF HEALTH PROMOTION SERVICES USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$121,700.00 FOR THE PERIOD BEGINNING JULY 1, 2015, ENDING JUNE 30, 2016.

WHEREAS, the State of Tennessee, Department of Health has allocated \$121,700.00 to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for a continuation contract for the purpose of providing health programs and services that promote the prevention of disease, illness, injury and premature death; and

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

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to continue a contractual arrangement with the State of Tennessee, Department of Health for the provision of health promotion programs and services as noted above and further delineated in the contract and scope of services for an amount not to exceed \$121,700.00 for the period beginning July 1, 2015, ending June 30, 2016.

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

That the County Mayor be authorized to execute a contract between the State of Tennessee, Department of Health and the Health Services Division, Hamilton County, Tennessee, doing business as the Chattanooga-Hamilton County Health Department for the provision of Health Promotion Services for an amount not to exceed \$121,700.00, which is included in the revenue and expense budget for the Chattanooga-Hamilton County Health Department, for the period beginning July 1, 2015, ending June 30, 2016.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # 34360-49616	Edison ID		
Grantee Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.758 Grantee's fiscal year end June 30, 2016			
Service Caption (one line only) Health Promotion Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016		\$121,700.00			\$121,700.00
TOTAL:		\$121,700.00			\$121,700.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			Chattanooga-Hamilton County Health Department is the only organization in Chattanooga that has the capacity to provide Health Promotion efforts within Hamilton county.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00008097		Account Code (optional) 71301000			

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

This grant contract ("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 Health Promotion 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. Healthy People 2020 is the ten (10) year program of national goals and objectives developed the U.S. Department of Health and Human Services to reduce disease and improve the health of all Americans.
 - b. PHHS Block Grant is the Preventive Health and Health Services Block Grant which provides federal funds to states to tailor prevention and health promotion programs to their particular public health needs.
 - c. Primary Prevention Initiative (PPI) - An initiative whose goal is to focus energy on primary prevention efforts, which is supportive of implementing interventions before there is evidence of a disease or injury. The intent of the initiative is to reduce or eliminate causative risk factors.
- A.3. Service Goals. To promote Healthy People 2020 goals in Hamilton County.
- A.4. Service Recipients. Residents of Hamilton County who participate in the health promotion activities and educational programs provided by this grant.
- A.5. Service Description.
- a. The Grantee shall facilitate the planning, implementation and evaluation of community-driven and evidence-based health promotion programs designed to achieve the following Healthy People 2020 goals adopted by the State, Division of Family Health and Wellness:
 - (1) Attain high-quality, longer lives free of preventable disease, disability, injury, and premature death;
 - (2) Achieve health equality, eliminate disparities, and improve the health of all groups;
 - (3) Create social and physical environments that promote good health for all; and
 - (4) Promote quality of life, healthy development, and healthy behaviors across all life stages.

- b. The Grantee shall participate in meetings, trainings, teleconferences and/or conferences as requested by the State and attend the State's Central Office Health Promotion Program's scheduled teleconferences and any additional meetings, trainings, teleconferences and/or conferences requested by the State. The Grantee's Health Promotion Coordinator and Health Educator(s) must attend the above referenced events for the purposes of sharing and receiving information and direction from the State, Division of Family Health and Wellness.
 - c. The Grantee shall utilize PHHS Block Grant funding to support and maintain staffing for a Regional Health Promotion Coordinator and/or local Health Educator(s) and for activities for planning, administering and monitoring Hamilton County health promotion services.
 - d. The Grantee shall develop a comprehensive PPI with SMART (Specific, Measurable, Attainable, Realistic, Timely) objectives to be accomplished on an annual basis adopted from its PPI proposals.
 - e. The Grantee shall:
 - (1) Facilitate health promotion programs as recommended by the State's Central Office Health Promotion Program using PPI focus areas as determined by the State;
 - (2) Partner with community organizations and coalitions to plan and implement a social marketing campaign which addresses the risk factors associated with its PPI. This social marketing should include policy and/or environmental change, health communication/health literacy and individual or group programs which support the Initiative;
 - (3) Partner with community organizations and coalitions to plan, provide and/or participate in national, state and local health promotion campaigns to include, at a minimum, Public Health Week;
 - (4) Support the Hamilton County health council's interventions aimed at achieving the goals identified in the PPI;
 - (5) Collaborate with and participate in coalitions to promote policy related to health promotion and environmental change initiatives and to provide resources including, but not limited to, data, technical assistance, educational materials, and incentives;
 - (6) Assist the State in providing available resources to the community to address identified focus areas and evaluating the effective use of those resources; and
 - (7) Document, evaluate and monitor the effectiveness of the health promotion program in achieving PPI and PHHS Block Grant goals, including outcomes such as policy changes, changes in social norms (Knowledge, Attitudes, Beliefs, and Behaviors), and individual and community participation in local and statewide efforts using evidence-based techniques.
- A.6. Service Reporting. The Grantee shall submit all required plans and reports to the State's Central Office Health Promotion Program in a timely manner. The PPI shall be submitted in the PPI format, as approved by the State, by August 1, 2015. All PPI activities shall be reported in a format, as approved by the State, as PPI activities are completed.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Facilitate programs designed to achieve Healthy People 2020 goals	A.5.a.	Ongoing	Residents of Hamilton County	To Be Determined
Participate in trainings, conferences, teleconferences and meetings	A.5.b.	To Be Determined	Central Office Health Promotion Program	In person or by phone
Utilize PHHS Block Grant funding to support and maintain staffing for a Regional Health Promotion Coordinator and/or local Health Educator(s) and for activities for planning, administering and monitoring Hamilton County health promotion services	A.5.c.	Ongoing	Grantee	Not applicable
Develop and submit a comprehensive PPI with SMART objectives	A.5.d. and A.6.	August 1, 2015	Central Office Health Promotion Program Director	As provided by the State
Report PPI activities	A.6.	Ongoing	Central Office Health Promotion Program Director	As provided by the State

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b. below);
- b. the most current version of the Grantee's PPI based on the Ten Essential Services of Public Health as defined in the PHHS Block Grant Guidance.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 ("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:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Twenty One Thousand Seven Hundred Dollars (\$121,700) ("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:

By email: anita.ransom@tn.gov, or

By regular mail:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Health/ Division of Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, 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 Department of Finance and Administration Policy Statement 03 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 documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the 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:

Michael Gregory, Director, Health Promotion Services Program
 Tennessee Department of Health
 Division of Family Health and Wellness
 8th Floor
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Michael.Gregory@tn.gov
 Telephone # 615-532-8516
 FAX # 615-532-8478

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403-2102
 BeckyB@mail.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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

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

- 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 be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision 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-id?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. 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 9-8-407.
- 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.

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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. 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.

- E.4. 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.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.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. 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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant 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.8. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

- E.9. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.758 – Preventive Health & Health Services Block Grant

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

Rebekah Barnes

4-16-15

GRANTEE SIGNATURE

DATE

Rebekah Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	B01OT009052
Federal award date	7/18/2014
CFDA number and name	93.758 –Preventive Health & Health Services Block Grant
Grant contract's begin date	July 1, 2015
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$121,700.00
Total amount of federal funds obligated to the subrecipient	\$121,700.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,505,510.00
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Jerry Jackson, Grants Management Officer Centers for Disease Control and Prevention National Center for Chronic Disease Prevention & Health Promotion 4770 Buford Highway, NE/Mailstop K-51 Atlanta, GA 30341-3714 Phone (404) 498-1919 Email: jjackson@cdc.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	\$236,361.00

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department, Health Promotion				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$104,200.00	\$0.00	\$104,200.00
2	Benefits & Taxes	\$17,500.00	\$0.00	\$17,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$121,700.00	\$0.00	\$121,700.00

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

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

ATTACHMENT 2 (continued)
 GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 2)

SALARIES	Longevity	AMOUNT
Tom Bodkin, Public Health Educator	\$ 3,258.17 x 12 x 100%	\$39,098.04
Carleena Angwin, Public Health Educator	\$ 3,543.00 x 12 x 100% + \$ 450	\$42,966.05
Keena Anderson, Secretary	\$ 2,753.07 x 10 x 78% + \$ 702	\$22,175.95
TOTAL ROUNDED		\$104,200.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

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

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

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

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT
 CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
 FOR FISCAL USE ONLY

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 Title: _____
 Date: _____

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

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

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

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

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

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

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

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

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

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

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

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

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:

Michael Gregory, Director, Health Promotion Services Program, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 515-24

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE FISCAL YEAR 2015-2016 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$447,100.00 TO PROVIDE TENNDERCARE OUTREACH PROGRAM SERVICES.

WHEREAS, the TennCare Bureau has contracted with the Tennessee Department of Health to implement a statewide TENnderCare Outreach Program in order to come into compliance with a Federal Consent Decree; and

WHEREAS, services must include, but not be limited to: community outreach, home visits, personal contact via phone and mail, and meetings of the Advisory Committee; and

WHEREAS, the State is providing \$113,000.00 additional funds for the Welcome Baby Program which is to provide outreach visits and referrals to high risk infants and their families in Hamilton County in order to prevent and reduce the number of infant deaths through early identification and referrals to address their needs; and

WHEREAS, the State has agreed to provide \$447,100.00 for the provision of these Outreach Services; and

WHEREAS, this program and services is for the health and well-being of the TennCare children and adolescents of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the contract period of July 1, 2015 through June 30, 2016 in an amount not to exceed \$447,100.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # 34360-33816	Edison ID		
Grantee Legal Entity Name Chattanooga – Hamilton County Health Department			Edison Vendor ID 4208		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.505 Grantee's fiscal year end: June 30, 2016			
Service Caption (one line only) TennDerCare Outreach Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016		\$113,000	\$334,100		\$ 447,100
TOTAL:		\$113,000	\$334,100		\$ 447,100
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			The TENNderCare Program provides outreach to TennCare enrolled children and families regarding the benefits of EPSDT as outlined in the contract ID-14-37040 with the Bureau of TennCare.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00008100		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA- 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 Chattanooga – Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of TENNderCare Outreach 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.

"EPSDT" means Early Periodic Screening, Diagnostic and Treatment.

A.3. Service Goals. The TENNderCare Program provides outreach to TennCare enrolled children and families regarding the benefits of EPSDT as outlined in the contract ID-14-37040 with the Bureau of TennCare.

A.4. Service Recipients. Service recipients are TennCare eligible families with children under the age of 21 and special target populations including but not limited to children with special healthcare needs, persons with limited English proficiency, homeless women and children and pregnant women (including pregnant adolescents).

A.5. Service Description. The Grantee shall:

- a. Participate in the TENNderCare Call Center component of the State's TENNderCare Outreach program by allowing the call center to schedule appointments at the health department clinics.
- b. Develop and maintain a biennial TENNderCare Community Outreach Plan submit a final draft to the State in accordance with established guidelines.
- c. Evaluate approved TENNderCare Community Outreach Plan annually utilizing the State approved evaluation tool.
- d. Conduct all community outreach activities outlined in the Grantee TENNderCare Community Outreach Plan and any plan amendments submitted to and approved by the State.
- e. Conduct community focused outreach activities to specific target populations as identified in the Community Outreach Plan and submit any plan amendments approved by the State.
- f. Conduct community outreach activities designed to reach pre-teen, teen, and young adult populations.
- g. Provide dedicated staff for community outreach in Hamilton County as delineated in its

most current approved TENNderCare Community Outreach Plan and any plan amendments incorporated by reference as if fully set out herein and on file in the Department of Health, Division of Community Health Services.

- h. Hire part-time lay outreach workers, some of them bilingual when appropriate, to conduct face-to face contacts with families of TennCare eligible children and perform other TENNderCare related program activities in support of the approved TENNderCare Community Outreach Plan and any plan amendments. When possible, lay outreach workers should reflect the diversity of the population in the community.
- i. Attend all meetings, conference calls, and trainings provided by the State for all dedicated TENNderCare Outreach staff.
- j. Participate in coalitions of traditional and non-traditional partners to include state agencies serving children.
- k. Conduct an annual agency meeting to promote the TENNderCare program and local activities.
- l. Use and distribute standardized and approved TENNderCare educational materials developed by the TennCare Enrollee Outreach Workgroup, Bureau of TennCare, or the State.
- m. Provide dedicated staff for outreach visits to high risk families in (metro) as delineated in the TENNderCare program-*Welcome Baby Initiative* guidelines and within budgetary constraints and report outreach efforts conducted within program guidelines.

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

- a. Provide monitoring of performance of community outreach activities to assure that targeted populations are reached.
- b. Provide training to supervisory staff and technical assistance to both supervisory staff and lay outreach workers.
- c. Provide format and guidelines for conducting and reporting all community outreach activities.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Due	Due to Whom?*	Requested Format
Submit a report describing appointment scheduling process available to the TENNderCare Call Center. Include clinic locations and operation hours available for EPSDT and/or dental appointments.	A.5. a.	Within 45 days of executed contract	Director of Primary Prevention Impact Services (PPIS)	MS Word
Submit Regional Community Outreach Plan biennially	A.5. b.	Biennial- May 1	Statewide Community Outreach Director	MS Word

			(SWCOD)	
Complete Annual Program Self- Evaluations	A.5. c., d., e.	Within 45 days post fiscal year end	SWCOD	MS Word Excel
Review progress towards projected target population contacts and report any deficiencies.	A.5. d.	10 business days priors to the end of each quarter	SWCOD (deficiencies only)	Email
Submit community outreach plan amendments as deemed necessary	A.5. d. & e.	Within first 18 months of outreach plan life	SWCOD	MS Word / Email
Report activities and events in electronic reporting tool	A.5. f.	Within one (1) week of the event/ activity	SWCOD	Electronic (Survey Gizmo)
Reporting understaffing of 20% or above	A.5. g.	After 45 days of consecutive understaffing	SWCOD	Phone/ Email
Report staffing distribution in annual program self-evaluation	A.5. h.	Within 45 days post fiscal year end	SWCOD	MS Word
100% regional representation at all conference calls, meetings and trainings.	A.5. i.	As established by the program	SWCOD	Phone/ In-Person
Report meetings in electronic reporting tool	A.5. j. & k.	Within one (1) week of the meeting	SWCOD	Electronic (Survey Gizmo)
Report distribution of educational materials in electronic reporting tool	A.5. l.	Within one (1) week of distribution	SWCOD	Electronic (Survey Gizmo)
Report distribution of dedicated staff in budget proposal for Welcome Baby Initiative	A.5. m.	Within 30 days of signed contract	SWCOD	Email
Report outreach efforts for Welcome Baby Initiative as completed by dedicated staff.	A.5. m.	Within 2 days of completed outreach	SWCOD	Electronic (Survey Gizmo)

A.8. Service Description. The State Shall:

- a. Provide monitoring of performance of community outreach activities to assure that targeted populations are reached.
- b. Provide training to supervisory staff and technical assistance to both supervisory staff and lay outreach workers.
- c. Provide format and guidelines for conducting and reporting all community outreach activities.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy 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 Community Outreach Plan (Attachment 1).
 - c. the TENNderCare Program- Welcome Baby Project Guidelines (Attachment 2).
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 3, is incorporated in this Grant Contract.
- A.11. kidcentraltn.
- a. Under the guidance of their Gatekeeper, Grantee shall create and maintain an agency program profile in the designated state services directory located at www.kidcentraltn.com. Grantee may have more than one service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.
For the purposes of this section, Gatekeeper shall be in the person designated by State to do the following tasks:
 - (1) invite Grantee to create a profile;
 - (2) review, approve, and publish program profiles created by Grantee; and
 - (3) monitor update activity.
 - b. If Grantee has a website, they must link to www.kidcentraltn.com from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentral tn website such as the My Profile, Mobile App, Facebook, or State Services Directory feature, State can provide specific copy, links, and images for those features. If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families. Grantee must place the kidcentral tn logo on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional post cards or mailers. State provides the kidcentral tn logo at the following link <http://tn.gov/generalserv/ba09/>. If Grantee would like to apply the full kidcentral tn brand to print materials such as brochures, flyers, posters, or post cards. State also provides templates at the following link <http://tn.gov/generalserv/ba09/>.

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 (“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:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Forty Seven Thousand One Hundred Dollars (\$447,100). ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 4 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 5) 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:

Rachel Hardaway, Community Outreach Director
 Tennessee Department of Health
 Primary Prevention Impact Services
 Andrew Johnson Tower, 7th floor
 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: Department of Health, Primary Prevention Impact Services .
 - (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 6).
 - 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 Department of Finance and Administration Policy Statement 03 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 documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the 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:

Allysceaeioun Britt Spears, PhD, MPH – Director
 Tennessee Department of Health
 Primary Prevention Impact Services
 Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Email Address: Allysceaeioun.B.Spears@tn.gov
 Telephone # 615-741-0378
 FAX # 615-532-8669

The Grantee:

Diana Kreider, Director Case Management Services
 Chattanooga / Hamilton County Health Department
 921 East Third Street
 Chattanooga, TN 37403-2146
 Email Address: DianaK@HamiltonTN.gov
 Telephone #: (423)209-8177
 FAX #: (423)209-8156

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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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 (Attachment 7) to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a

contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor 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 Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision 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
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- 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.

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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state or local) terminated for cause or default.

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

- E.3. 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 if 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 and 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.

- E.4. 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 printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. 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.6. Discourse of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.7. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract required 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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant 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. 8. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.505 – Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE

DATE

Rebekah Barnes, Public Health County Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

PURPOSE:

To provide, in a timely manner, an aggressive and effective outreach service to inform enrollees and the general public of the existence of the TENNderCare program, including the availability of specific TENNderCare screening and treatment services. This will be accomplished by the use of effective methods (developed through collaboration with agencies who have established procedures for working with such individuals) to inform TennCare eligibles about the availability of TENNderCare; with methods specifically developed for those who have limited reading proficiency, and/or limited English proficiency, and/or are visually impaired and/or hearing impaired.

REGION OVERVIEW:

The Chattanooga Hamilton Region is located in the Southeast Grand Division. It is comprised of one primary county (Hamilton) and borders the state of Georgia. Chattanooga is the fourth largest metro area in the state.

According to the 2011CMS 416 Report data, the region had a total of 39,930 TennCare Eligibles who were eligible for EPSDTs during the reporting period of October 1, 2010 through September 30, 2011. The overall screening rate for the region was 97.59%. The primary targeted zip codes for the community nearest the health department are 37402, 37403, 37405, 37406, 37408 and 37410. The primary targeted zip codes for the rural communities are 37302, 37308, 37336, 37363, 37373 and 37379. Other areas identified as having socioeconomic issues impeding consistent health care are located in 37416 and 37421 zip codes respectively.

OUTREACH PLAN:

Target Populations/Audiences

The Chattanooga Hamilton County (CHR) Regional TENNderCare Program will target all TennCare eligible populations. Primary focus will be given to the 10-20 year old population.

TennCare eligible children and/or their parents:

According to the 2011 CMS Report, there were a total of 39,930 TennCare eligible children eligible for EPSDTs during the period of October 1, 2010 through September 30, 2011.

TennCare eligible adolescents and young adults to age 21:

TennCare eligibles adolescents are defined as TennCare eligibles from age 10-18 years of age. According to the 2011 CMS Report, there were a total of 13,452 in the region. TennCare eligible young adults are defined as

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

TennCare eligibles ages 19-20 years. According to the 2011 CMS Report, there were a total of 4,278 in the region. The goal is to serve 6000 adolescents and young adults during the reporting period.

TennCare eligible children who are pre-school and school age:

TennCare eligible pre-school children are defined as TennCare eligibles from birth through five (5) years old. According to the 2011 CMS Report, there were a total of 14,698 pre-schools children in the region. TennCare eligible school age children are defined as TennCare eligibles from six (6) years to nine (9) years old. According to the 2011 CMS Report, there were a total of 7,502 school age children in the region. The program goal is to serve 2000 pre-school and school age children during the reporting period.

TennCare eligible children with special health care needs, including visually impaired and/or hearing impaired:

TennCare eligible children with special health care needs will be identified through state and local agencies, which will include: Child Special Services, TEIS, the local department of education, Maternal and Child Health programs in Hamilton County, Siskin, Signal Centers, Head Start and physicians. The program goal is to serve approximately 650 special health care needs individuals during the reporting period.

TennCare eligible individuals with limited reading proficiency and/or limited English proficiency:

TennCare eligible individuals with limited reading proficiency and/or limited English proficiency will be identified through collaborative efforts with La Paz, Partnership for Families, Children and Adults, health department programs and by conducting events in areas with a large population of limited English speaking residents. The goal is to serve 1200 LEP residents during the reporting period.

Local specific populations, audience and/or entities:

The homeless population is defined as persons (Children and Women) living in transitional living settings who are TennCare eligible. In the state of Tennessee, the number of identified homeless children is approximately 74%. The local TENNderCare Outreach program has partnered with the local board of education to assist homeless populations via the Homeless Liaison. This person works with identified homeless students pursuant the McKinney-Vento Homelessness Assistance Act. Currently there are approximately 1200 identified homeless students in Chattanooga Hamilton County. This partnership will allow TENNderCare to interface with the target population via PTO meetings, individual meetings scheduled by the

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

Homeless Liaison as well as representatives from the Department of Human Services.

Pregnant Adolescents- The pregnant adolescent population is defined as young girls, under the age of 19, who are pregnant. TENNderCare has partnered with the local WIC, HUGS, Healthier Beginnings and Home Bound Services Coordinator of the local school department to identify the target population. The program is also working with a teen parenting program based at one of the area schools. These initiatives will allow services to approximately 50 pregnant adolescents in the county.

Activities

The Regional TENNderCare Program will strive to convey the importance of Early, Periodic, Screening, Diagnosis, and Treatment (EPSDTs) to TennCare eligibles. The TENNderCare message will be conveyed to through various venues to all target populations/audiences. The program will distribute TennCare and Tennessee Department of Health approved materials. Age appropriate incentives will be used and distributed during outreach activities.

The region will conduct and report outreach activities within the following major outreach areas: (1) Community-based Outreach, (2) Dental Outreach, (3) Home Visiting Outreach, (4) Media Outreach, and (5) Special Projects.

Insert the following only if you have counties with less than 80% - Targeted outreach activities will be conducted in the following counties which were identified to have less than 80% screening rate according to the 2011 CMS 416 Report: Chattanooga Hamilton County.

The Regional TENNderCare Program Director will evaluate programmatic progress towards the projected number of contacts at the conclusion of year one. Amendments to the number of contacts (increasing or decreasing) can be submitted to the Statewide Community Outreach Director for review and approval via email as deemed necessary by the Regional TENNderCare Program Director.

Community-Based Outreach

Community-based outreach activities will be identified and conducted as appropriate in the following areas: Community Events/Fairs, Educational-based, Health-Department Based, Local/Regional Agency/Businesses/Organizations, and Medical Providers/Institutions. Specific activities noted in each sub-section.

Community Events/Fairs

The local TENNderCare Outreach Program will coordinate and participate in the annual Minority Health Fair, the Eastlake Celebration, Parks and

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

Recreation, East Chattanooga Improvement, local faith based organizations, health ministries and all youth focused community programming, i.e. summer camps and after school care. The

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 10-18 with potential contacts 12,000.

*Target audience(s)/population(s) 19-20 with potential contacts 3,200.

Educational-Based

Outreach to the 0 to 5 target population will consist of presentations at area day care centers, Head start and schools with Pre-K students. All other educational based outreach will be conducted at area elementary, middle, high and colleges/universities in the area. These venues serve the remaining target populations.

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 3-5 with potential contacts 2,400.

*Target audience(s)/population(s) 10-20 with potential contacts 14,000.

Health Department-Based

TENNderCare Outreach will participate in health department based activities to improve services for the following targeted population: Limited English Proficient, Pregnant Adolescent, Young Adults, and children.

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 10-18 with potential contacts 350

*Target audience(s)/population(s) 19-20 with potential contacts 100.

Local/Regional Agency/Businesses/Organizations

TENNderCare will partner with area businesses and/or organizations which are centrally located in areas where the target populations reside. The program will also partner with local organizations designed to address disparities for the target population, as well as large retailers i.e. Walmart, Dollar Tree) which are frequented by the target population and their

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

families. Booths containing educational materials and incentives will be provided for the target population during these events.

The following target audience(s)/population(s) and potential number of contacts will be:

- *Target audience(s)/population(s) 10-18 with potential contacts 2400.
- *Target audience(s)/population(s) 19-20 with potential contacts 2000.

Medical Providers/Institutions

The TENNderCare Outreach program will partner with local pediatric offices, urgent care centers and Managed Care Organizations to reach the target population. Events will also be coordinated with service specific entities i.e. Siskin, Signal Centers to provide outreach to special healthcare needs population. New collaborative with mental health providers will address the needs of that population and further promote utilization of benefits.

The following target audience(s)/population(s) and potential number of contacts will be:

- *Target audience(s)/population(s) 10-18 with potential contacts 500.
- *Target audience(s)/population(s) 19-20 with potential contacts 300.

Dental Outreach

Dental Outreach activities will be identified and conducted as appropriate in the following areas: Priority 1 and Community.

The regional TENNderCare program will collaborate with the School-based Dental Prevention Program (SBDPP) within Oral Health Services to conduct follow-up phone outreach to children identified by the SBDPP who have immediate dental needs (Priority 1). The regional program will follow the TENNderCare Community Outreach Guidelines for Dental Outreach. The program will attempt to reach 100% of TennCare Eligibles whose name is received in each monthly Priority 1 Report.

Community

The regional TENNderCare program will collaborate with the TennCare Dental Benefits Manager and dental providers within the region to conduct dental outreach activities as appropriate.

The CHR program has partnered with the SBDPP to provide educational presentations during the screening and sealant programs at area schools. Dental outreach is also conducted in local community centers and in community settings to the target population. Extensive dental outreach is

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conducted during Dental Health Month via marquee ads, daily announcements in the school and by distributing educational materials to the community. Educational, interactive activities are provided for the target population at every event.

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 10-18 with potential contacts 1000.

*Target audience(s)/population(s) 19-20 with potential contacts 300.

Home Visiting Outreach

Home Visiting Outreach will be conducted to reach TennCare eligibles that have been identified by the Bureau of TennCare to be “Not Up-to-Date” on their EPSDTs. Home visiting activities will be conducted in accordance with the TENNderCare Community Outreach Guidelines for Home Visiting Outreach. The primary target age-group will be 10-18 and the secondary target age-group will be 19-20. A total of 500 TennCare eligible contacts will be attempted each month.

Mass Media/Written Outreach

Mass Media outreach events (Media Broadcast, Media Published and Media Other) will be used to disseminate the TENNderCare message to the target audiences/population as made available through collaboration with community partners.

Media Broadcast

The regional TENNderCare program will participate in media broadcast such as radio or TV interviews for the purpose of sharing information about the TENNderCare program or specific event(s)/activity (ies) will be used to target to TennCare eligibles.

The TENNderCare program will participate in radio broadcasts and PODCASTS to share information about the program. It is the goal of the program to work increase visibility and accessibility to services by utilizing area radio stations to inform the community.

The projected number of events will be 3. The projected target audience(s)/population(s) will be the entire TennCare eligible population in the region within the age range of 10-20.

Media Published

The regional TENNderCare program will use community-based media publications such as local newspapers or magazines to distribute TENNderCare program information.

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The projected number of events will be 5. The projected target audience/population will be the entire TennCare eligible population in the region within the age ranges of 10-20.

Media Other

The regional TENNderCare program will use a variety of media outlets such as billboards/marqueses, scrolling billboards, or transportation billboards designed to carry advertising messages to share the TENNderCare program information. This may include outdoor and indoor advertising at public settings (i.e. outside of the health department) and the World Wide Web.

The projected number of events will be 4. The projected target audience/population will be the entire TennCare eligible population in the region within the age range of 10-20.

Newsletter Articles/Newsletters

The regional TENNderCare program will use newsletter articles to convey the TENNderCare message to a specific audience or to share a TENNderCare outreach event/activity. This may include an announcement in a school-handbook or athletic program book, or employee newsletter.

The projected number of events will be 3. The projected target audience/population will be the entire TennCare eligible population as well as the community at large.

A regional TENNderCare newsletter will be published by the Chattanooga Hamilton County TENNderCare Community Outreach program every 3 months, which will contain updated program information, program specific announcements, health messages, upcoming presentations, newly acquired community partners, advisory board meeting information as well as notifications of community partner sponsored events. The newsletter will also include updates about TENNderCare and resources for the community.

The projected number of events will be 3. The projected target audience/population will be the Chattanooga Hamilton County region as well as the target population. Links to the newsletter will be placed on the program web page.

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Special Outreach Project(s)

The regional TENNderCare Program will conduct statewide and/or regional specific outreach projects to disseminate the TENNderCare message.

Dental Health Month – February

Health Educators and Lay Outreach Workers will promote dental health month via presentations at area schools and community centers. Staff will also work with the health department dental programs and area dentists to promote the message throughout the month of February. Messages will be displayed on the health department marquee as well as PODCASTS at one area high school. Dental and Oral hygiene items will be disseminated at each event. Interactive games promoting oral health will be used at PTO/PTA meetings in the rural communities.

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 10-18 with potential contacts 1000.

*Target audience(s)/population(s) 19-20 with potential contacts 400.

All target populations will receive outreach during the month of February. It is the program goal to reach 100% of the population at each event and provide information to be shared with their families.

Child Health Week – October

The TENNderCare Outreach Program will conduct school presentations, healthy snack events, health and wellness initiatives, and display messages at community centers, area churches, at the health department about Child Health Week. It is the program goal to reach 100% of the population at each event. Events will have age specific activities to ensure the goal is met.

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 10-18 with potential contacts 1000.

*Target audience(s)/population(s) 19-20 with potential contacts 350.

Specific Regional Project(s)—

The Chattanooga Hamilton County region will co-facilitate a teen and special health care needs seminar with local organizations. The purpose of these events is to target specific disparities for the populations. The region has begun its efforts to address these populations by creating a Teen Advisory Board/Council which is comprised of seven high school

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

students at Tyner High Academy. It is the goal of the program to expand the council to include more students from area middle and high schools. This will allow the program to interact with the target population and reach more than 300 students per interaction. The program will also host information sessions at school sporting events.

The following target audience(s)/population(s) and potential number of contacts will be:

*Target audience(s)/population(s) 10-18 with potential contacts 300.

*Target audience(s)/population(s) 19-20 with potential contacts 300.

**Target audience/population potential contacts totals indicate the amount to be reached during 2013 and 2015 or the duration of the community outreach plan.*

PARTNERSHIPS/ MEETINGS

Community Partners

The regional TENNderCare program will strive to collaborate with a variety community partners (See Appendix) to disseminate the TENNderCare message to TennCare eligibles.

Meetings

The regional TENNderCare Program leadership team will attend and conduct community meetings as identified to maintain a close working relation with community partners.

Annual Agency Meetings

The projected number of events will be 2 annually.

Coalition Meetings

Coalition Meetings are designed to inform the program staff about community led initiatives to address various disparities/barriers to services. These meetings allow program staff to exchange ideas and educate communities about the services and purpose of TENNderCare. Moreover, they serve as a conduit to promote collaborations, identify resources and promote continuity of services.

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The projected number of events will be 2 monthly.

Quarterly Advisory Board Meetings

The TENNderCare Outreach Advisory Board meets quarterly to inform community partners of activities, events and initiatives of the program. These meetings are attended by all community partners. Presentations are conducted by special guests and TENNderCare staff from Nashville.

The projected number of events will be 3 annually.

PROGRAM STAFF

Organizational Design

The regional TENNderCare program is led by a regional TENNderCare Program Manager/Director and 2 regional TENNderCare coordinators. There are 5 part time lay workers. The lay workers will conduct outreach activities in their assigned county.

See Appendix __ for a detailed organization chart.

Job Responsibilities

Regional Program Director/Manager

Regional Coordinator(s)

Lay outreach workers

Staff Recruitment

Staff vacancies will be advertised through the Hamilton County Human Resources Department. Staff will be recruited based on his/her qualifications/skills pertaining to the position. All efforts will be made to fill positions within a reasonable time frame to avoid interruption of services.

Training

Staff training includes an orientation, formal/informal training and career development opportunities. The majority of training is conducted on site. Training is provided for staff upon hire and throughout the year. Lay Outreach workers receive a manual which provides important information on TENNderCare, outlines procedures and expectations of the position. Competency/Mastery levels are measured via TENNderCare quizzes as well as customer satisfaction surveys, which assess health educators'

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

abilities both internally and externally. Performance evaluations are completed at the following employment milestones: 30 days, 3 months, 6 months, 9 months and 1 year, with semi-annual and annual follow-ups for the duration of employment. (Note: Probationary period was extended effective July 2010 from 6 months to 1 year). Continuing Education and career development opportunities are made available to staff that will include but isn't limited to: group dynamics, working with individuals in poverty, needs assessment, mentoring, coaching, MCO changes and team building. Staff meetings will be conducted bi-weekly to share information from conference calls and other information pertinent to program operation (policy changes).

REPORTING AND EVALUATION

Reporting

Regional TENNderCare Community Outreach activities will be entered into the Patient Tracking Billing Management Information System (PTBMIS) by close of business for the previous week.

The Regional TENNderCare Program Director/Manager will adhere to all activity reporting processes as outlined by the Statewide Community Outreach Director. PTBMIS data will include the number of events and contacts for the following events/activities conducted by the regional TENNderCare staff and the number of approved educational material distributed during the events/activities as outlined in the current version of *TENNderCare Community Outreach Guidelines: Reporting Process for PTBMIS Transmittal*.

Evaluation

Regional TENNderCare Community Outreach activities will be evaluated using the current *TENNderCare- Community Outreach Evaluation Tool* annually. All evaluations will be submitted to the Statewide Community Outreach Director.

PLAN REVIEW AND SUBMISSION

The Regional TENNderCare Program Director/Manager will review the regional plan periodically to ensure goals are being met by the region. A formal annual review will be conducted using the current version of the *TENNderCare Community Outreach Program Self-Evaluation Tool* provided by the State TENNderCare Community Outreach Director. The annual review will include a review of quarterly PTBMIS data for the fiscal year (July 1 - June 30).

The Regional TENNderCare Program Director/Manager will submit the *TENNderCare Community Outreach Program Self-Evaluation Tool* **and**

2013-15 TENNderCare COMMUNITY OUTREACH PLAN
Chattanooga Hamilton

TENNderCare Community Outreach Regional Plan -Self-Evaluation Summary to the State TENNderCare Community Outreach Director by the established deadline. If any requirements are not met during the fiscal year, an explanation and plan of action will be outlined.

Any changes to the program's approved regional plan will be reviewed and approved regionally prior to submission to the State TENNderCare Community Outreach Director. The program will submit appropriate documents and an amended regional plan via email to the State TENNderCare Community Outreach Director for final approval.

**2013-15 TENNderCare COMMUNITY OUTREACH PLAN
Chattanooga Hamilton**

APPROVAL

Regional

Prepared by: Vanessa A. Montgomery

Title: Health Program Supervisor

Revised by: 05/21/13

Submission date: 01/31/2013

Regional Approval by: Tom Rucci

Title: Director

Regional Approval date: 05/21/13

State

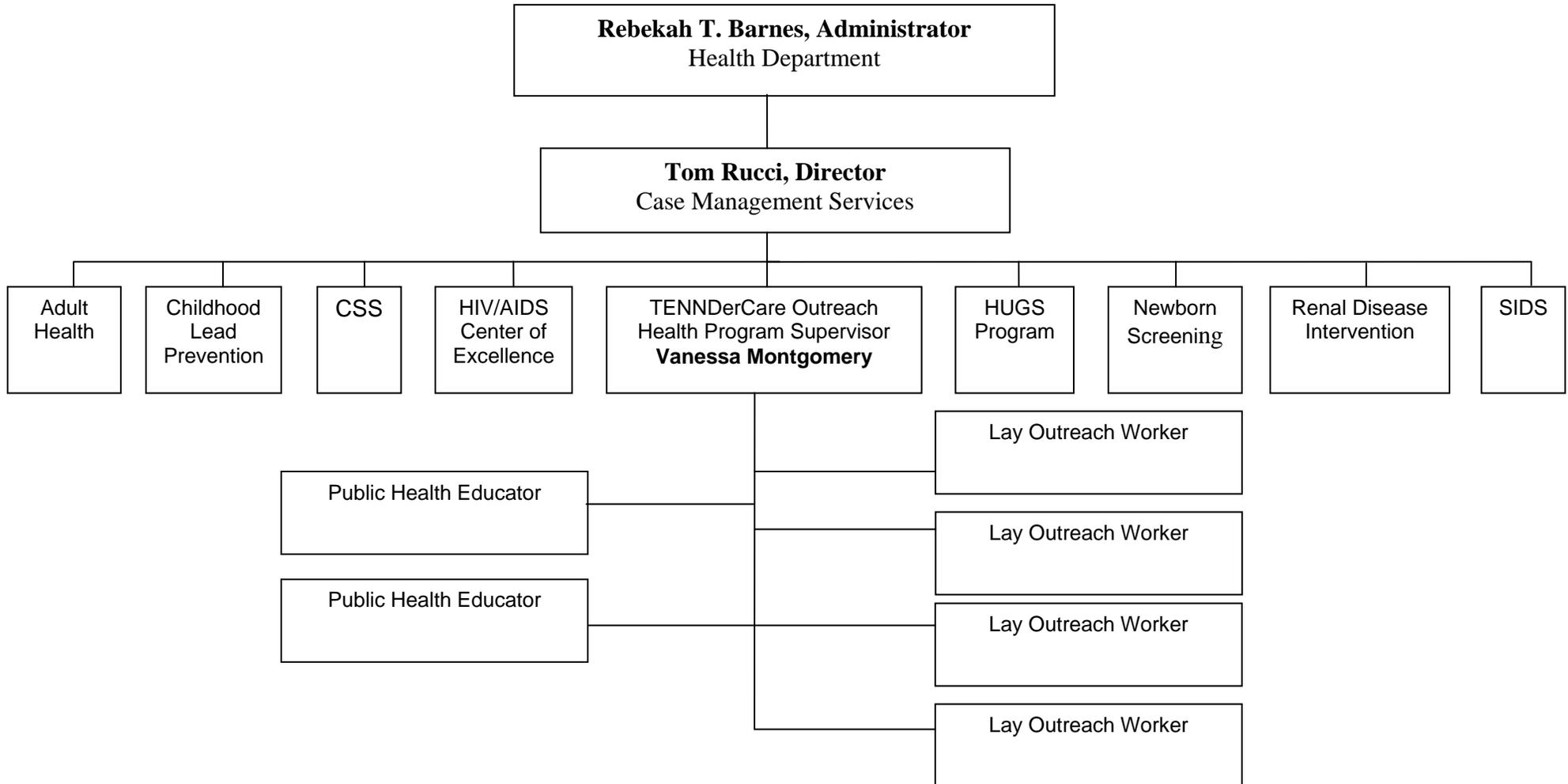
Approved by: Rachel Hardaway

Title: Statewide Community Outreach Director

Approved dated: May 21, 2013

2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

Organizational Structure for
TENNderCare Community Outreach
Hamilton County Health Department



TENnderCare Program
Welcome Baby Initiative
Contract Guidelines

The *Welcome Baby* Initiative is collaboration between the Divisions of Family Health and Wellness (FHW) and Community Health Services (CHS), supported by the Office of Policy, Planning and Assessment. The Initiative will be managed by the TENnderCare Program within CHS and financially supported by the FHW – Maternal Infant and Early Childhood Home Visiting (MIECHV) Grant. The grant funding will be allocated through SFY 2016.

Initiative Rationale:

The purpose of *Welcome Baby* is to screen for family and child risks for infant mortality at the time of a child's birth, provide timely referrals to address their needs, connect children and families with appropriate services in the community and to improve utilization of community resources. *Welcome Baby* began with initial 30 counties identified by FHW from a 2010 county ranking assessment for the highest risk for infant mortality. These initial counties include 4 metropolitan areas and 26 rural counties (in alphabetical order):

Campbell, Claiborne, Cocke, Coffee, Cumberland, Davidson, DeKalb, Dickson, Dyer, Grundy, Hamilton, Hardin, Haywood, Hardeman, Henderson, Johnson, Lake, Lauderdale, Lawrence, Madison, Marion, Maury, McMinn, Monroe, Polk, Rhea, Scott, Sequatchie, Sevier, and Shelby.

Beginning FY 2014, two (2) additional metropolitan areas (Knox and Sullivan) were added as targeted counties. Primary focus of these two metropolitan areas was to conduct outreach to teens through the Teaching Teens Outstanding Parenting Skills (T-TOPS) Conference.

Initiative Design:

An initial assessment of risk and priority ranking utilizing identified data collected on the birth certificate will be conducted of all live births. The assessment will be completed by the Office of Policy, Planning and Assessment – Division of Health Statistics. Ranking will be based on a mathematical model for predicting infant mortality created exclusively for the *Welcome Baby* and approved by the *Welcome Baby* Initiative team.

Each birth certificate will receive a “risk” ranking of: Low, Medium, or High. All babies will receive a *Welcome Baby* letter which will include information about formal resources for the new parents as identified by the *Welcome Baby* Initiative team. Additional outreach will be conducted to the parents of babies with an assessment ranking of Medium and High Risk. “Medium” risk babies will receive a follow-up phone call from the TENnderCare Program – Nursing Call Center nurse* and “High” risk babies will receive an outreach visit in the home from the TENnderCare Program – Community Outreach lay outreach worker*.

TENNderCare Program
Welcome Baby Initiative
Contract Guidelines

The outreach message will provide additional detail information discussed in the *Welcome Baby* letter and attempt to connect the family with appropriate resources as identified.

**Welcome Baby Initiative* staff and outreach activities will be 100% funded by the MIECHV Grant. These outreach activities will be in addition to any TENNderCare outreach activities.

Initiative Capacity:

The capacity for each risk group was determined by the TENNderCare Program based on current TENNderCare outreach activities. The Initiative number of contacts annually: “Low” Risk – 80,000, “Medium” Risk -5,000 and “High” Risk - 14,000.

Regional Responsibility:

Regional (Rural and Metropolitan) TENNderCare Community Outreach Programs will be responsible for the following:

1. Identifying and securing personnel qualified to conduct face-to-face outreach visits to families identified by the TENNderCare Program for the *Welcome Baby* Initiative. The number of personnel for each county will be dependent upon the ability to complete outreach visits within an identified time.
2. Conducting and reporting of outreach activities in accordance to guidelines set forth by the *Welcome Baby* Initiative team.
3. Monitoring *Welcome Baby* Initiative outreach activities including:
 - a. Assignment of outreach visits.
 - b. Time worked by each lay outreach worker. The number of hours worked by staff may be dependent upon the number of initial visits to be conducted within the county.
 - c. Accuracy of travel.
4. Monitoring Regional *Welcome Baby* Initiative budget.

TENnderCare Program
Welcome Baby Initiative
Contract Guidelines

State Responsibility:

The TENnderCare Program will be responsible for the following:

1. Providing training and technical assistance to TENnderCare Community Outreach Program staff conducting *Welcome Baby* outreach activities this includes but not limited to supervisory staff and lay outreach workers.
2. Providing monitoring of performance of *Welcome Baby* outreach activities to assure that targeted populations are reached.
3. Providing format and guidelines for conducting and reporting *Welcome Baby* outreach activities.

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Chattanooga- Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	D89MC23542-02-07
Federal award date	03/31/2013 – 09/30/2016
CFDA number and name	93.505 ACA- Maternal, Infant and Early Childhood Home Visiting Program
Grant contract's begin date	7-1-2015
Grant contract's end date	6-30-2016
Amount of federal funds obligated by this grant contract	\$113,000
Total amount of federal funds obligated to the subrecipient	-
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$113,000
Name of federal awarding agency	U.S. Department of Health and Human Services; Health Resources and Services Administration
Name and contact information for the federal awarding official	MCHB/DHVECS 61 Forsyth St. SW Atlanta, GA 30303-8931 Email: MStephenson@hrsa.gov Phone☎(404)564-1489 Fax: (404) 562-7999
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	12.5%

Chattanooga Hamilton County Health Department - TENnderCare Community Outreach - Summary				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$267,100.00	\$0.00	\$267,100.00
2	Benefits & Taxes	\$126,900.00	\$0.00	\$126,900.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$20,500.00	\$0.00	\$20,500.00
6	Telephone	\$3,800.00	\$0.00	\$3,800.00
7	Postage & Shipping	\$1,500.00	\$0.00	\$1,500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$3,200.00	\$0.00	\$3,200.00
10	Printing & Publications	\$2,900.00	\$0.00	\$2,900.00
11, 12	Travel/ Conferences & Meetings ²	\$21,200.00	\$0.00	\$21,200.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$447,100.00	\$0.00	\$447,100.00

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

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

Chattanooga Hamilton County Health Department - TENnderCare Community Outreach				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$204,400.00	\$0.00	\$204,400.00
2	Benefits & Taxes	\$91,400.00	\$0.00	\$91,400.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$17,500.00	\$0.00	\$17,500.00
6	Telephone	\$3,500.00	\$0.00	\$3,500.00
7	Postage & Shipping	\$900.00	\$0.00	\$900.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$3,200.00	\$0.00	\$3,200.00
10	Printing & Publications	\$1,200.00	\$0.00	\$1,200.00
11, 12	Travel/ Conferences & Meetings ²	\$12,000.00	\$0.00	\$12,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$334,100.00	\$0.00	\$334,100.00

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

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

ATTACHMENT 4 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES	Longevity	AMOUNT
Ketre Commons, Public Health Educator	\$ 3,423.11 x 12 x 100%	\$41,077.32
Kamesha Good, Lay Outreach Worker	\$ 2,037.79 x 12 x 55%	\$13,449.41
Latasha Lindsey, Lay Outreach Worker	\$ 1,988.09 x 12 x 55%	\$13,121.39
Tammy McClintock, Lay Outreach Worker	\$ 2,038.12 x 12 x 55%	\$13,451.59
Janet Middlebrooks, Secretary	\$ 2,374.42 x 12 x 25% + \$ 169	\$7,292.26
Kendra Miller, Lay Outreach Worker	\$ 2,099.27 x 12 x 55%	\$13,855.18
Teresa Mitchell, Lay Outreach Worker	\$ 1,988.09 x 12 x 55%	\$13,121.39
Vanessa Montgomery, Health Program Supervisor	\$ 3,839.87 x 12 x 100%	\$46,078.44
Beth Simpson, Public Health Educator	\$ 3,525.80 x 12 x 100% + \$ 600	\$42,909.60
TOTAL ROUNDED		\$204,400.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$8,000.00
Meeting and Conferences	\$4,000.00
TOTAL	
	\$12,000.00

Chattanooga Hamilton County Health Department - TENnderCare Community Outreach-Welcome Baby				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$62,700.00	\$0.00	\$62,700.00
2	Benefits & Taxes	\$35,500.00	\$0.00	\$35,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,000.00	\$0.00	\$3,000.00
6	Telephone	\$300.00	\$0.00	\$300.00
7	Postage & Shipping	\$600.00	\$0.00	\$600.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$1,700.00	\$0.00	\$1,700.00
11, 12	Travel/ Conferences & Meetings ²	\$9,200.00	\$0.00	\$9,200.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$113,000.00	\$0.00	\$113,000.00

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

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

ATTACHMENT 4 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

SALARIES	Longevity	AMOUNT
Sonia Copeny, Health Case Manager	\$ 3,025.54 x 12 x 100% + \$ 525	\$36,831.48
Arlisia Craig, Lay Outreach Worker	\$ 2,037.79 x 12 x 55%	\$13,449.41
Barbara Breedwell, Secretary	\$ 2,525.75 x 12 x 40% + \$ 270	\$12,393.58
TOTAL ROUNDED		\$62,700.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$5,200.00
Trainings in Nashville for 3 staff	\$4,000.00
TOTAL	\$9,200.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

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

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

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

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 Title: _____
 Date: _____

ATTACHMENT: _____ 5

Instructions & Hints

Do not send a worksheet that is linked to another file

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

Retain this file in blank form

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

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

name of agency REPORTING PERIOD END.xls

do not abbreviate the agency name

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

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

THE WORKSHEET IS NOT PROTECTED

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

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

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

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

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

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

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

Do not send invoices with expense reports

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

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

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Tennessee Department of Health

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

Telephone 615-532-7115

FAX 615-741-9533

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)

SCHEDULE A

EXPENSE BY OBJECT LINE-ITEMS

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

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

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

Line 1 Salaries And Wages

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

Line 2 Employee Benefits & Payroll Taxes

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

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

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

Line 5 Supplies

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

Line 6 Telephone

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

Line 7 Postage And Shipping

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

Line 8 Occupancy

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

Line 9 Equipment Rental And Maintenance

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

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

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

Line 12 Conferences And Meetings

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

Line 13 Interest

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

Line 14 Insurance

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

Line 15 Grants And Awards

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

Line 16 Specific Assistance to Individuals

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

Line 17 Depreciation

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

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

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

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

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

Line 23 Total Direct And Administrative Expenses

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

Line 24 In-Kind Expenses

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

Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

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

PROGRAM REVENUE REPORT (PRR)**SCHEDULE B****SOURCES OF REVENUE**

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

Reimbursable Program Funds**Line 31 Reimbursable Federal Program Funds**

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

Line 32 Reimbursable State Program Funds

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

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds**Line 34 Other Federal Funds**

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

Line 35 Other State Funds

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

Line 36 Other Government Funds

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

Line 37 Cash Contributions (Non-government)

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

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

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

Line 39 Program Income

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

Line 40 Other Matching Revenue

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

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

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

Line 43 Total Revenue

Add lines 33, 41, and 42

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

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

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

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

Line 52 OTHER UNALLOWABLE EXPENSES:

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

Line 53 EXCESS ADMINISTRATION:

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

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

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

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

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

Line 56 TOTAL REIMBURSEMENT-TO-DATE

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

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

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

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

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

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

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

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

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

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

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

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

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

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

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

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

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

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

Cost step down. _____

Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____

FEDERAL ID # _____

CONTRACTING STATE AGENCY _____

REPORT PERIOD _____

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

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

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 to:

Rachel Hardaway, Statewide Community Outreach Director, Primary Prevention Impact Services, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 515-25

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, TO SIGN AN AMENDMENT TO THE CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE MEDICAL CASE MANAGEMENT OF PERSONS INFECTED WITH HIV/AIDS IN HAMILTON COUNTY FOR THE TIME PERIOD APRIL 1, 2015 – MARCH 31, 2016 (RESOLUTION 1214-7), AND TO AMEND THE REVENUE AND EXPENDITURE BUDGETS TO DECREASE THE HIV/AIDS MEDICAL CASE MANAGEMENT BUDGET BY \$15,500.00.

WHEREAS, the State of Tennessee, Department of Health has reduced the HIV/AIDS Medical Case Management budget, and

WHEREAS, in anticipation of the reduction of State funds, appropriate measures were planned to avoid reducing services to Hamilton County residents.

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

That the County Mayor be authorized to sign the attached contract amendment accepting the decrease of \$15,500.00 for the provision of HIV/AIDS Medical Case Management and amend the revenue and expenditure budgets to decrease the HIV/AIDS Medical Case Management budget by \$15,500.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



GRANT AMENDMENT

Agency Tracking # 34360-45715	Edison ID 44402	Contract # GG-15-44402-01	Amendment # 01		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) Decreasing full time position to part-time position					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: March 31, 2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			-\$15,500		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015		\$49,875			\$49,875
2016		\$149,625			\$149,625
TOTAL:		\$199,500			\$199,500
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<p>OCR USE</p> <p style="font-size: 1.2em; margin-top: 20px;">GG-15-44402-01</p>		
Speed Chart (optional) HL00007854		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GG-15-44402-00**

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

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Ninety Nine Thousand Five Hundred Dollars (\$199,500) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 4 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.

2. Grant Contract Attachment 4 is deleted in its entirety and replaced with the new Attachment 4 attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2015. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT		HIV/AIDS Center of Excellence		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2015 and ending March 31, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$112,400.00	\$0.00	\$112,400.00
2	Benefits & Taxes	55,800.00	\$0.00	\$55,800.00
4, 15	Professional Fee/ Grant & Award ²	\$7,200.00	\$0.00	\$7,200.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$1,500.00	\$0.00	\$1,500.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,400.00	\$0.00	\$1,400.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$2,800.00	\$0.00	\$2,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (8.38% of salaries and benefits)	\$14,100.00	\$0.00	\$14,100.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$199,500.00	\$0.00	\$199,500.00

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

² Applicable detail attached if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES		Longevity	AMOUNT
Cathy Brooks Mcelvain, Public Health Representative	\$ 3,439.81 x 3 x 100%		\$10,319.43
Cathy Brooks Mcelvain, Public Health Representative	\$ 3,525.80 x 9 x 100%		\$31,732.20
Cathy Brooks Mcelvain, Public Health Representative		\$ 1,275	\$1,275.00
Rachel Inman, Public Health Representative	\$ 3,815.68 x 3 x 100%		\$11,447.04
Rachel Inman, Public Health Representative	\$ 3,911.07 x 9 x 100%		\$35,199.63
Rachel Inman, Public Health Representative		\$ 400	\$400.00
First Name, Last Name, Lead Patient Health Rep (PT)	\$ 3,666.67 x 12 x 50%		\$22,000.02
TOTAL ROUNDED			\$112,400.00

PROFESSIONAL FEES	AMOUNT
Kelly Services	\$7,200.00
TOTAL	\$7,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$1,100.00
HIV/AIDS Training Nashville	\$1,700.00
TOTAL	\$2,800.00



Hamilton County Board of Commissioners RESOLUTION

No. 515-26

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$303,400.00 TO PROVIDE TUBERCULOSIS CONTROLS SERVICES IN HAMILTON COUNTY FOR A TIME PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016.

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

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

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 \$303,400.00 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

May 6, 2015

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # 34360-39516	Edison ID		
Grantee Legal Entity Name Chattanooga-Hamilton County Health Department				Edison Vendor ID 4208	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.116			
		Grantee's fiscal year end June 30, 2016			
Service Caption (one line only) Tuberculosis (TB) control and prevention					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$207,400	\$96,000			\$303,400
TOTAL:	\$207,400	\$96,000			\$303,400
Grantee Selection Process Summary					
<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, technical resources and expertise to perform the scope of services outlined in the contract.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional) HL000007848		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA-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 Tuberculosis (TB) 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 to 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 TDH 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 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 TTBEF 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 TTBEF Central Office a copy of the arrangement. New physician(s) employed or engaged by sub-contract arrangement after July 1, 2015, 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 TTBEF 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 TTBEF Central Office and submit a corrective action plan which documents plans and efforts to remediate the staffing deficiency. 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, with 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 TTBEF TB Manual.
- (6) If services and treatment for individual patients are not provided according to current TTBEF TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.
- (7) Grantee shall maintain a database of high-risk congregate settings including but not limited to all correctional facilities, homeless shelters, and alcohol and drug treatment facilities.
- (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 TTBEF 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 TTBEF Central Office upon request.
- (9) Grantee shall provide education and training to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, when appropriate, to ensure that staff have adequate knowledge to carry out responsibilities and duties set forth in the TTBEF 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 that at least two (2) representatives from the local TB program participate in all education and training programs conducted by the TTBEF Central Office, including statewide meetings, conference calls, video conferences and on-site training sessions.
- (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, type of service provided, and 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 TTBEF Central Office.
- (12) Grantee shall conduct outreach activities with private providers and other stakeholders to provide education and guidance for appropriate evaluation, diagnosis, and treatment for persons with suspected or confirmed TB disease and persons with TBI.

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 TTBEF TB Manual;
- c. The Rules of Tennessee Department of Health, Health Services Administration, Communicable and Environmental Disease Services, Chapter 1200-14-4.

A.7. Service Reporting. Grantee shall conduct ongoing and systematic data collection, 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 TTBEF TB Manual.
- b. 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.
- c. 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 CDC.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
Conduct the TB Program as a functional part of the TTBEF of the Tennessee Department of Health for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEF TB Manual.	A.5.a.(1)	Ongoing	TTBEF Central Office	As specified in TTBEF TB Manual

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 (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. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks.	A.5.b.(4)	Within five (5) business days of such occurrence	TTBEP Central Office	Written notification
If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.	A.5.b.(6)	Ongoing	TTBEP Central Office	Documentation in health records
Maintain a database of high-risk congregate settings.	A.5.b.(7)	Sept. 30, 2015	N/A	Template provided by TTBEP Central Office and maintained by Grantee

Evaluate local TB program performance, establish and implement a plan to improve program performance as indicated.	A.5.b.(8)	Ongoing	TTBEP Central Office	Written plan maintained in Grantee file
Provide education and training to TB program staff and to 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.
At least two (2) representatives from the local TB program will participate in all education and training programs conducted by the TTBEP Central Office.	A.5.b.(10)	Ongoing	N/A	Attendance recorded
Maintain a roster of all staff performing TB services.	A.5.b.(11)	Ongoing	N/A	Grantee files
Conduct outreach activities (education and guidance) with private providers and other stakeholders. Documentation of activities will be made available to TTBEP Central Office upon request.	A.5.b.(12)	Ongoing	TTBEP Central Office	Written documentation maintained in Grantee file

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes final determination in terms of acceptance of the work being performed under this Contract.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 ("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:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Three Thousand Four Hundred Dollars (\$303,400) ("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:

Yigzaw Belay
 Tennessee Department of Health
 Communicable and Environmental Disease and Emergency Preparedness (CEDEP)
 Andrew Johnson Tower 3rd Floor
 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: CEDEP Tuberculosis 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 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 Department of Finance and Administration Policy Statement 03 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 documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the 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:

Yigzaw Belay, Public Health Program Director
Tennessee Department of Health

Communicable and Environmental Diseases and Emergency Preparedness
 Andrew Johnson Tower, 3rd Floor
 710 James Robertson Parkway
 Email Address: Yigzaw.Belay@tn.gov
 Telephone # (615) 253-2308
 FAX # (615) 253-1370

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 E. Third Street
 Chattanooga, TN 37403-2102
 Email Address: BeckyB@hamiltonTN.gov
 Telephone # (423) 209-8022
 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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.
- The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.
- 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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal

award.

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

- 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- 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 be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision 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
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- 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.

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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. 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.

- E.4. 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.5. 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.6. 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/excomp.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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant 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.7. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

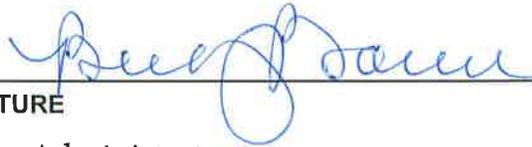
- E.8. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit.

This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.116 – TB Grant

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:



4-23-15

GRANTEE SIGNATURE

DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	U52PS004696
Federal award date	12/23/2014
CFDA number and name	93.116 Project Grants and Cooperative Agreements for Tuberculosis
Grant contract's begin date	7/1/2015
Grant contract's end date	6/30/2016
Amount of federal funds obligated by this grant contract	\$96,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	45%

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE1)

Chattanooga-Hamilton County Health Department, Tuberculosis Control and Prevention				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$171,500.00	\$0.00	\$171,500.00
2	Benefits & Taxes	\$93,700.00	\$0.00	\$93,700.00
4, 15	Professional Fee/ Grant & Award ²	\$29,800.00	\$0.00	\$17,000.00
5	Supplies	\$2,600.00	\$0.00	\$27,000.00
6	Telephone	\$500.00	\$0.00	\$500.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,800.00	\$0.00	\$2,800.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$1,300.00	\$0.00	\$1,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,000.00	\$0.00	\$1,000.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$303,400.00	\$0.00	\$303,400.00

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

SALARIES	AMOUNT
Ishmael Alvarez, Patient Service Rep $\$2,399.31 \times 12 \times 78.95\%$	\$22,731.06
Theodore Burgdorff, Public Health Nurse $\$4,065.75 \times 12 \times 78.95\% + \414	\$38,932.92
Felipe Quezada, Public Health Rep $\$3,714.21 \times 12 \times 78.95\% + \533	\$35,721.43
Sheliah Rivers, Public Health Nurse Manager $\$4,626.16 \times 12 \times 78.95\% + \$1,184$	\$45,012.24
Valeri Wilson, Licensed Nurse $\$2,977.03 \times 12 \times 78.95\% + \888	\$29,092.38
TOTAL	\$171,500.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Physician Services	\$27,000.00
Transcription Services	\$2,800.00
TOTAL	\$29,800.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Travel	\$500.00
Annual Statewide TB Meeting	\$800.00
TOTAL	\$1,300.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Incentives and Enablers	\$1,000.00
TOTAL	\$1,000.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

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

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

Please check one of the following boxes

These services are for medical services

non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title: _____
Date: _____

Title: _____
Date: _____

Title: _____
Date: _____

ATTACHMENT: _____ 3

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

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

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

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

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

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

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

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

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

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

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

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

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

Cost step down. _____

Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE	FEDERAL ID #
CONTRACTING STATE AGENCY	REPORT PERIOD
Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE	FEDERAL ID #
CONTRACTING STATE AGENCY	REPORT PERIOD

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

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 to:

Dr. Warkentin, Director, CEDEP, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and
fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 515-27

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, TO ENTER INTO AND EXECUTE A LETTER OF AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH FOR THE PROVISION OF TOBACCO USE PREVENTION SERVICES, USING TOBACCO SETTLEMENT FUNDS RECEIVED FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT OF \$256,649.00, AND THEREBY AMENDING THE FY15 REVENUE AND EXPENSE BUDGET OF THE HEALTH DEPARTMENT BY INCREASING THE BUDGET BY \$256,649.00 THROUGH DECEMBER 31, 2015, AND WITH THE REMAINING REVENUE BALANCE CARRYING FORWARD TO THE NEXT FISCAL YEAR.

WHEREAS, the State of Tennessee, Department of Health has awarded \$256,649.00 from Tobacco Settlement funding to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for the purpose of continuing to support funding commitments as stated in the original Letter of Agreement dated January 7, 2014 and as processed and approved by the Hamilton County Board of Commissioners with the passage of Resolution 214-31 on February 19, 2014 for programs, activities, and services in the area of tobacco use prevention; and

WHEREAS, these programs, activities and services will include tobacco use prevention educational presentations, promotion of the adoption of voluntary public and private tobacco prevention and control policies, coalition building, health impact planning along with activities and efforts geared at (1) stop smoking during pregnancy, (2) the reduction of young children's exposure to second and third hand smoke, and (3) helping children to not begin smoking; and

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to continue the Agreement with the State of Tennessee, Department of Health for the provision of tobacco use prevention programs and services as delineated in the original Letter of Agreement by accepting the March 30, 2015 receipt of \$256,649.00 in additional funding thereby amending and increasing the FY 15 revenue and expense budget of the Health Department for the period ending December 31, 2015, and to amend and increase the revenue and expense budget of the Health Department each year in accordance with any additional funding received for the remainder of the life of the original Letter of Agreement.

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

That the County Mayor be authorized to approve and accept \$256,649.00 in Tobacco Settlement funds from the Tennessee Department of Health in accordance with the original Letter of Agreement dated January 7, 2014, and as approved by the Hamilton County Board of Commissioners with the passage of Resolution 214-31, and that the FY 15 revenue and expense budget be amended and increased by \$256,640.00 for the period ending December 31, 2015, and that the revenue and expense budget be amended and increased each fiscal year for subsequent amounts received for the remaining life of the grant, and furthermore with the remaining revenue balance carrying forward to the next fiscal year.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY

March 30, 2015

The Honorable Jim Coppinger
Hamilton County Mayor
208 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402

Dear County Mayor Coppinger:

Your office has recently received the second-year award from the Tennessee Department of Health as part of the Tennessee Tobacco Settlement Program. The new Year 2 funds awarded to your county is \$256,649.00. To this, the county is authorized to use all Carry-Forward funds from unexpended Year 1 award. The budget period for these funds I January 1, 2015 – December 31, 2015.

In accordance with the January 2014 Letter of Agreement for Special Needs Funding that was signed on behalf of your county, the Tennessee Department of Health will reassess your progress and make another, third year award in 2016.

State Tobacco Settlement funding may only be used for approved projects and purposes included in your county health department's Year 2 Tobacco Settlement Plan. These projects address three areas approved in our overall plan approved by the General Assembly and Governor's Office:

- Stopping smoking during pregnancy, thereby reducing expensive medical care (averaging over \$8,000 per baby) associated with care for low birth weight babies
- Reducing preschooler's exposure to second hand smoke, thereby reducing expensive (averaging over \$1,400 per visit) hospital emergency department visits for smoke-induced asthma attacks
- Helping eighth graders not be begin smoking, thereby eliminating the over \$125,000 of excess lifetime medical costs of smokers versus non-smokers

The Honorable Jim Coppinger
Page Two
March 30, 2015

To address these issues, your county has chosen to invest its Tobacco Settlement funding in the following projects during Year 2:

- o Pregnancy Smoking: Baby and Me Tobacco Free
- o Secondhand Smoke: CEASE/CME QI Project, Tobacco Free Policies
- o School Age Children: Michigan Model
- o Supportive Media and Messaging: Billboards, Small Media Campaign

I encourage you to learn more about your county's Plan and join county mayors who are supporting civic and community efforts to reduce Tennessee's excessive use of tobacco and the high burden of illness and costs associated with smoking.

Sincerely,



Bruce Behringer
Deputy Commissioner for Continuous Improvement and Training
Tennessee Department of Health
Andrew Johnson Tower, 5th Floor
710 James Robertson Parkway
Nashville, TN 37243
615-741-3111
bruce.behringer@tn.gov

c: Janie Burley



Hamilton County Board of Commissioners RESOLUTION

No. 515-28

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE HERITAGE-MACLELLAN APARTMENTS, LLC PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, pursuant to Tennessee Code Annotated, Section 48-101-312(b) Hamilton County (the "County") is permitted to delegate to The Health, Educational, and Housing Facility Board of the City of Chattanooga (the "Corporation") the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Corporation upon a finding by the County that such payments are deemed to be in furtherance of the Corporation's public purposes; and,

WHEREAS, Heritage-Maclellan Apartments, LLC (the "Company") is contemplating the renovation of the historic Maclellan Building, in downtown Chattanooga, to provide for (in addition to ground-level commercial space) apartments with mixed sizes of efficiencies, and one (1) bedroom and two (2) bedroom units (collectively, the "Project"), and because of the substantial economic benefits to the City and Hamilton County resulting from the Project, has asked the Board, the County Commission, and the City Council to approve payments in lieu of ad valorem taxes; and,

WHEREAS, the County has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Corporation's public purposes as set forth within Chapter 101 of Title 48 of the Tennessee Code Annotated;

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

That we do hereby find that the Heritage-Maclellan Apartments, LLC project (exclusive of the

ground-level commercial space) referenced above is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Corporation's public purposes; and

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 6, 2015

Date

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

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2015, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); HERITAGE-MACLELLAN APARTMENTS, LLC, a Delaware Limited Liability Company (the “Company”); the CITY OF CHATTANOOGA (the “City”); and HAMILTON COUNTY (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE (“Trustee”), and by WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

W I T N E S S E T H:

WHEREAS, the Company is contemplating a renovation of the historic Maclellan Building including the construction of apartments with mixed sizes of 40 studio, 42 one (1) bedroom, and 8 two (2) bedroom units (collectively, the “Project”), and has requested the Board’s assistance in the financing of the Project; and

WHEREAS, substantial public welfare benefits to the City and County will be derived from the Project; and

WHEREAS, the Board has agreed to take title to certain real and personal property that constitutes the Project, as described in Exhibit “A” attached hereto (the “Property”), which Property is to be owned by the Board and leased to the Company; and

WHEREAS, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §48-101-301, et seq., all such property will be exempt from ad valorem property taxes (“property taxes”) normally paid

to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

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

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

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions; and

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

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

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

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

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall

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

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes.

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

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

4. Amount of Payments by the Company.

(a) Property Exclusive of Improvements. For each of the years 2015 and thereafter, the Company shall make payments with respect to the Property in an amount equal to

one hundred percent (100%) of all City and County annual ad valorem property taxes levied in the base year of 2015 (the “Base Year”) on the value of the associated Property (land, buildings, etc.). The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the value of the property in the Base Year exclusive of the improvements made in connection with the Project, which improvements are subject to the payment in lieu of tax obligations set forth in subsection (b), immediately below.

(b) Improvements. After construction of the Project is completed and the Assessor of Property has reassessed the then improved Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the improvements to the Property if it were subject to taxation (the “School Portion”), which the parties acknowledge and agree currently equates to [27.1%] of the amount of the total City and County taxes that would have been payable on the improvements to the Property if it were subject to property taxes. Additional In Lieu Payments on the improvements will be as follows:

Year	City General Fund ⁽¹⁾	County General Fund ⁽¹⁾	County School Fund ⁽¹⁾
2016 – 2029	0%	0%	100%
2030	20%	20%	100%
2031	40%	40%	100%
2032	60%	60%	100%
2033	80%	80%	100%
2034	100%	100%	100%

⁽¹⁾ – The above percentages refer to the percent of the amount of taxes that would have been payable on the improvements to the Property if it were subject to property taxes.

As noted above, during such years 2016 to 2034, the Company shall continue to pay the School Portion attributable to the Hamilton County Schools. For any periods before or after such 18-year period that the Property is owned by the Board, the Company shall make In Lieu Payments

in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

(c) For each of the years 2016 to 2034, the Company shall make In Lieu Payments with respect to the commercial and retail space on the first floor of the Property in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on that portion of the Property if it were subject to property taxes.

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

(a) If the Company fails to make any In Lieu Payment when due, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees, and if the Company should fail to pay all amounts and late charges due as provided hereinabove for more than two (2) years, the City or the County may, as to their respective In Lieu Payments, terminate the benefits of this Agreement and

thereafter require the Company to pay one hundred percent (100%) of the amount of taxes that would have been payable on the Property for so long as such payment default continues as determined by the Mayor of the City and the Mayor of the County. In the event of a disagreement between the parties concerning whether or not the Company has cured a default, a representative of the Company may request that the City and County, as applicable, each meet to determine whether such default has been cured, and the Company and the City or the County, as the case may be, shall meet promptly thereafter attempt in good faith to resolve such dispute. The Company may, in addition, file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

(c) If the Company should fail to reserve for lease at least twenty (20%) percent of the available units in the Project to persons whose income does not exceed eighty (80%) percent of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development, then the City and the County reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period by requiring the Company to pay an additional amount of the In Lieu Payments on the Property. The City and the County may then require the Company to pay an amount up to the difference between the amounts of the In Lieu Payments required pursuant to Paragraph 4 of this Agreement and the amounts that the Company would have paid using the pro-rated percentage of the affordable housing units associated with the Tax Abatement Period. The County and the City shall look solely to the Company for any repayment obligations.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated §7-53-305.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any

such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Annual Report. The Company will provide, on or before January 31 of each calendar year during this Agreement, an annual report to the Board, the Mayor of the City, and the Mayor of the County, summarizing its investment in the Property and a certified rent roll. An independent audit of the annual report may occur if requested by the City or County during any calendar year of this Agreement.

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

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

11. Leasehold Taxation. If the leasehold interest of the Company should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder. The Company agrees to cooperate fully with the Assessor in

supplying information for completion of leasehold taxation questionnaires with respect to the Property.

12. Stormwater Fees. In addition to other requirements under this Agreement, the Company shall be responsible for all stormwater fees assessed by the City of Chattanooga against the Real Property.

13. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11th Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, c/o Mr. William M. Yandell, III, Heritage-Maclellan Apartments, LLC, 5350 Poplar Avenue, Suite 730, Memphis, Tennessee 38119; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

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

15. Assignment. Except as provided in this Section, the Company may only assign this Agreement, or any part hereof, with the prior consent of the Mayor of the City, the Mayor of the County, and the Board. The Mayor of the City, the Mayor of the County and/or the Board shall not withhold such consent upon the occurrence of all of the following conditions: (i) there is no default under this Agreement at the time of the assignment, (ii) all requirements of the Company under this Agreement have been satisfied as of the date of the assignment, and (iii) any assignee agrees to provide proof of sufficient assets to fund the business plan for the Project and agrees to be bound by the terms of this Agreement from and after the date of assignment (the “Consent Requirements”). If the Company provides the Mayor of the City, the Mayor of the County and the Board (x) a certificate of an officer of the Company certifying that the requirements of (i) and (ii) have been satisfied and (y) proof of sufficient assets to fund the business plan for the Project and a copy of an assignment and assumption agreement pursuant to which the assignee agrees to be bound by the terms of this Agreement, the Mayor of the City, the Mayor of the County and the Board shall each have the option, upon at least seven (7) days’ prior notice to the Company, to meet with a representative of the Company within forty-five (45) days of receipt of the Company’s certificate for purposes of determining whether the Company has satisfied the Consent Requirements. Unless the Mayor of the City, the Mayor of the County and the Board meet with the Company and all state in writing within such forty-five (45) day period that the Company has not satisfied the Consent Requirements, the Company may assign this Agreement in accordance with the terms and conditions described in the Company’s certificate without any further action of the Mayor of the City, the Mayor of the County and/or the Board. In the event that the Mayor of the City, the Mayor of the County and the Board timely state in writing that the Company has not satisfied the Consent Requirements, the Company and the assignee may, upon the Company’s

request, appear before the City Council of the City, the Board of Commissioners of the County and the Board to request approval of such assignment pursuant to the terms of this Section, which consents shall not be unreasonably withheld. Upon satisfaction of the requirements of this Section, the assignment shall relieve the Company from liability for any of its obligations hereunder as of the effective date of the assignment.

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

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

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

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

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

[Signature Page Follows]

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

ATTEST:

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF
CHATTANOOGA, TENNESSEE

By: _____
Secretary

By: _____
Chairman

HERITAGE-MACLELLAN APARTMENTS, LLC

By: _____
Title: _____

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

WILLIAM C. BENNETT

By: _____
Hamilton County Assessor of
Property

EXHIBIT "A"
TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

REAL PROPERTY

[INSERT LEGAL DESCRIPTION]

PERSONAL PROPERTY

All personal property used by the Company in connection with its housing facility located on the real property described above.

