

**Carter County Commission  
Regular Session  
July 17, 2017**

**Attorney Client Session – Potential Opioid Litigation** – Chairman, Leon Humphrey, requested that everyone other than Commissioners and Attorney Joshua Hardin clear the Courtroom for the Attorney Client Session which was held prior to the County Commission being called to order.

**Call to Order** – Chairman, Leon Humphrey, called the meeting to order at 6:27 PM.

**Courthouse – Emergency Egress Plan** – was presented by Gary Smith, EMA Director.

**Roll Call** – Mary Gouge, County Clerk, as follows:

Name of Configuration File: C:\RollCall-Pro\Configurations\July 17 2017 Commission Meeting.rcc  
Date and Time of New Session: 7/17/2017 6:29:45 PM

Beginning Roll Call for New Session:

Leon Humphrey is Present  
Willie Campbell is Present  
Buford Peters is Present  
Robert Acuff is Present  
Nancy Brown is Present  
Mike Hill is Present  
Al Meehan is Present  
Bradley Johnson is Present  
Ronnie Trivett is Present  
Charles Von Cannon is Present  
Isaiah Grindstaff is Present  
L.C. Tester is Present  
Danny Ward is Present  
Ross Garland is Present  
Bobbie Gouge-Dietz is Present  
Timothy Holdren is Present  
Randall Jenkins is Present  
John Lewis is Present  
Larry Miller is Present  
Sonja Culler is Present  
Ray Lyons is Present  
Scott Simerly is Present  
Robert Carroll is Present  
Kelly Collins is Present  
Cody McQueen is Present

**Number of Voters PRESENT for Roll Call: 25**

**Number of Voters ABSENT for Roll Call: 0**

**Approval of Agenda**

**Motion** was made by Timothy Holdren, seconded by Randall Jenkins, to approve tonight's agenda as presented. (Item # 1) Recorded on page 302

Roll Call Vote as follows (Item # 1):

1. Vote Results for: Item No. 1

Time of Vote: 6:30:39 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Opening Prayer** – was led by Commissioners, Willie Campbell.

**Pledge of Allegiance** – was led by Commissioner, Kelly Collins.

**Recognition of Elected and Appointed Officials/Guests** was made by Chairman Humphrey, recognizing them and thanking them for their service.

**Public Comments** – The following addressed the Commission and spoke of various topics, as listed, for (5) minutes.

Jeanette Morgan, spoke concerning the tax rate and budget funding.

Scott Snell, a resident of Arlington Drive, spoke in regards to health and safety issues concerning property located at 122 and 125 Arlington Drive.

Roy Livingston, spoke concerning taxes and budget issues.

Taris Whitson, also a resident of Arlington Drive, spoke concerning property upkeep and code enforcement.

**Attorney, Tom Jessee – Opioid Litigation Discussion**

Attorney, Tom Jessee, presented information concerning Carter County joining litigation against Opioid distributors which was followed by a question/answer session with Commissioners.

**Motion** was made by John Lewis, seconded by Randal Jenkins, to hire the Attorney, Tom Jessee, Law Firm, to represent Carter County and initiate litigation against Opioid distributors. (Item # 2)

Roll Call Vote as follows (Item # 2):

2. Vote Results for: Item No. 2

Time of Vote: 7:11:10 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: N  
Buford Peters voted: N  
Robert Acuff voted: N  
Nancy Brown voted: Y

Mike Hill voted: Y  
Al Meehan voted: N  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: N  
L.C. Tester voted: N  
Danny Ward voted: A  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: N  
Sonja Culler voted: N  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: Y

Passed (12 Y - 11 N - 2 A - 0 Absent)  
**(Clerks Note: Motion Failed – 13Y needed to pass)**  
**Number of Abstain Votes: 2**

**Acceptance of Minutes from Previous Meeting**

**Motion was made by Mike Hill, seconded by Brad Johnson, to accept as presented, the minutes of the previous meeting, June 19, 2017. (Item # 3)**

Roll Call Vote as follows (Item # 3):  
3. Vote Results for: Item No. 3  
Time of Vote: 7:12:03 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (23 Y - 1 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

Notaries/Bonds

There were no Notaries/Bonds presented.

Health Services Agreement Amendment # 3, Carter County and Health Partners, Inc.

Capt. Tom Smith, Carter County Sheriff's Department, presented the Agreement for consideration.

**Motion** was made by Ray Lyons, seconded by Randall Jenkins, to accept as presented, Amendment # 3 to Health Services Agreement. (Item # 4) Recorded on pages 303 - 304

Roll Call Vote as follows (Item # 4):

4. Vote Results for: Item No. 4

Time of Vote: 7:16:16 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Bradley Johnson voted: Y

Ronnie Trivett voted: Y

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Gouge-Dietz voted: Y

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: Y

Larry Miller voted: Y

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly voted: Y

Robert Carroll voted: Y

Kelly Collins voted: Y

Cody McQueen voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**

**Number of Abstain Votes: 1**

COPS Grant Application

Capt. Tom Smith, Carter County Sheriff's Department, explained this application, if approved, was for receiving grant funding for School Resource Officers (SRO). It was noted that filing this application was time sensitive and had not been placed in the packet prior to Commission.

**Motion** was made by Ronnie Trivett, seconded by Timothy Holdren, to allow the COPS Grant Application to stand as presented. (Item # 5)

Roll Call Vote as follows (Item # 5):

5. Vote Results for: Item No. 5

Time of Vote: 7:18:23 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Amendment of Board Rules Pertaining to Reading of Resolutions**

County Attorney, Joshua Hardin, presented the Proposed Amendment to Rule 7 Paragraph C for consideration.

**Motion** was made by Timothy Holdren, seconded by Isaiah Grindstaff, to accept as presented, **Amendment to Rule 7 Paragraph C. (Item # 6)** Recorded on page 305

Roll Call Vote as follows (Item # 6):

6. Vote Results for: Item No. 6

Time of Vote: 8:05:39 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: N  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: N  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: Y  
Sonja Culler voted: N  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: N  
Cody McQueen voted: Y

**Passed (18 Y - 6 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

The Commission entered into a **ten (10) minute recess**. Following the recess, the meeting was called **back to order** by Chairman Humphrey.

Carter County Trustee, Randal Lewis, was recognized by Commissioner, Sonja Culler, Chairwoman of the Budget Committee. Mr. Lewis approached the podium and explained how monies were invested in Certificates of Deposits (CD's) and their interest rates.

Financial Director, Christa Byrd, along with Karla Andrews, Trustee Office Bookkeeper, also spoke concerning these issues.

**Resolutions**

- A. ***Authorizing Mayor to Sign Tennessee Department of Health Contract # 3460-15818, Local Health Services, Carter County***
- B. ***Fixing the Tax Levy in Carter County, TN for the Fiscal Year Beginning July 1, 2017 (2017 – 2018)***
- C. ***Making Appropriations for the Various Funds, Departments, Institutions, Offices and Agencies of Carter County, TN for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018***
- D. ***Making Appropriations to certain Non-Profit Charitable Organizations Serving Carter County, TN for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018***
- E. ***To Provide Financial Assistance to be Paid from Carter County Tax Revenue to Low-Income Elderly Taxpayers, Totally and Permanently Disabled Homeowners, and Disabled Veterans, in Addition to the Tax Relief already provided by the State of TN as provided by T.C.A. 67-5-701, ET SEQ.***

Chairman, Leon Humphrey, called for a motion on Resolution A.

**Motion** was made by Bradley Johnson, seconded by Ross Garland, to accept as presented, **Resolution A (Item # 7)**

**RESOLUTION No. 672**

**“A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY.” (Item # 7)**

Recorded on pages 306-324

Roll Call Vote as follows (Item # 7):

7. Vote Results for: Item No. 7

Time of Vote: 8:08:26 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y

Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (24 Y - 0 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Resolution B.**

*Fixing the Tax Levy in Carter County, TN for the Fiscal Year Beginning July 1, 2017  
(2017 - 2018)*

**Motion** was made by John Lewis, seconded by Larry Miller, to "don't set a tax rate," therefore leaving it at the same tax rate of \$ 2.45 as last year (2016 - 2017). (Item # 8)

Roll Call Vote as follows (Item # 8):

8. Vote Results for: Item No. 8  
Time of Vote: 8:34:00 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: N  
Buford Peters voted: N  
Robert Acuff voted: N  
Nancy Brown voted: Y  
Mike Hill voted: N  
Al Meehan voted: N  
Bradley Johnson voted: N  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: N  
L.C. Tester voted: N  
Danny Ward voted: Y  
Ross Garland voted: N  
Bobbie Gouge-Dietz voted: N  
Timothy Holdren voted: Y  
Randall Jenkins voted: N  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: N  
Ray Lyons voted: Y  
Scott Simerly voted: N  
Robert Carroll voted: Y  
Kelly Collins voted: N  
Cody McQueen voted: Y

**Failed (10 Y - 14 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Motion** was made by Sonja Culler, seconded by Bobbie Gouge-Dietz, to set the 2017 - 2018 tax rate at ~~\$ 2.48~~ according to the Resolution recommended by the Budget Committee and placed in the packets. (Item # 9)

Roll Call Vote as follows (Item # 9)  
9. Vote Results for: Item No. 9  
Time of Vote: 8:41:59 PM  
Type of Vote: MAJORITY NEEDED TO PASS

#249 corrected  
8-21-17

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: N  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: N  
L.C. Tester voted: Y  
Danny Ward voted: N  
Ross Garland voted: N  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: N  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: N  
Scott Simerly voted: N  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: N

**Failed (10 Y - 14 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

**Motion** was made by Ross Garland, seconded by Charles VonCannon, to set the 2017 – 2018 tax rate at \$ 2.48 (Item # 10)

A “friendly amendment” was made by Ronnie Trivett, requesting that .01 cent be taken from **General Fund and placed in Highway Department.** (See Item # 10)

Amendment to the motion was accepted.

Roll Call Vote as follows (Item # 10)  
10. Vote Results for: Item No. 10  
Time of Vote: 9:12:04 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: N  
Robert Acuff voted: N  
Nancy Brown voted: N  
Mike Hill voted: N  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: N  
L.C. Tester voted: N  
Danny Ward voted: N  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: Y

Sonja Culler voted: N  
Ray Lyons voted: N  
Scott Simerly voted: N  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: N

**Failed (11 Y - 13 N - 1 A - 0 Absent)**  
**Number of Abstain Votes: 1**

The Commission entered into a ten (10) minute recess. Following the recess, the meeting was called back to order by Chairman Humphrey.

**Motion** was made by Sonja Culler, seconded by Al Meehan, to set the 2017 – 2018 tax rate at \$ 2.49 as in the Resolution presented and recommended by the Budget Committee. (Item # 11)

Roll Call Vote as follows (Item # 11):  
11. Vote Results for: Item No. 11  
Time of Vote: 9:22:32 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey voted: N  
Willie Campbell voted: N  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: N  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: N  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: N  
Scott Simerly voted: N  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: N

**Failed (12 Y - 13 N - 0 A - 0 Absent)**  
**Number of Abstain Votes: 0**  
**(Clerks Note: This vote was a tie, therefore Leon Humphrey voted as tie-breaker)**

Leader marked L.C. Tester as absent at: 9:23:36 PM

**Motion** was made by John Lewis, seconded by Robert Carroll, to set the 2017 – 2018 tax rate at \$ 2.48. (Item # 12)

Roll Call Vote as follows (Item # 12):  
12. Vote Results for: Item No. 12  
Time of Vote: 9:26:11 PM  
Type of Vote: MAJORITY NEEDED TO PASS  
Leon Humphrey does not vote

Willie Campbell voted: N  
Buford Peters voted: N  
Robert Acuff voted: N  
Nancy Brown voted: Y  
Mike Hill voted: N  
Al Meehan voted: N  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: N  
L.C. Tester was Absent  
Danny Ward voted: Y  
Ross Garland voted: N  
Bobbie Gouge-Dietz voted: N  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: N  
Ray Lyons voted: N  
Scott Simerly voted: N  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (12 Y - 11 N - 1 A - 1 Absent)**  
**Number of Abstain Votes: 1**

**Motion** was made by Sonja Culler, seconded by Ross Garland, to set the 2017 – 2018 tax rate at \$ 2.48 with \$.01 coming from General Fund. (Item # 13)

Roll Call Vote as follows (Item # 13):  
13. Vote Results for: Item No. 13  
Time of Vote: 9:28:10 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: N  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: N  
L.C. Tester was Absent  
Danny Ward voted: N  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: N  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: N  
Scott Simerly voted: N  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: N

**Failed (10 Y - 13 N - 1 A - 1 Absent)**  
**Number of Abstain Votes: 1**

Motion was made by Ray Lyons, to set the 2017 – 2018 tax rate at \$ 2.46 with \$.01 General Fund.  
This motion did not receive a second and was therefore withdrawn.

Motion was made by Randal Jenkins, to set the 2017 – 2018 tax rate at \$2.543. This motion did not receive a second and was therefore withdrawn.

**Motion** was made by Buford Peters, and seconded by Robert Acuff, to set the 2017 – 2018 tax rate at \$ 2.47 which includes a .02 cent increase in property taxes and the recognition of \$160,000 in new revenue from interest earned from investments. (Item # 14)  
Recorded on pages 325 - 326

Roll Call Vote as follows (Item # 14):

14. Vote Results for: Item No. 14

Time of Vote: 9:37:15 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: N  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: Y  
L.C. Tester was Absent  
Danny Ward voted: N  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: N  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: N  
Scott Simerly voted: Y  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: N

**Passed (13 Y - 10 N - 1 A - 1 Absent)**

**Number of Abstain Votes: 1**

**Resolution C.**

*Making Appropriations for Various Funds, Departments, Institutions, Offices and Agencies of Carter County, TN for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018*

Motion was made by Sonja Culler, seconded by John Lewis, to accept as presented  
**Resolution C. (Item # 15)**

**RESOLUTION No. 674**

**“A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF CARTER COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.”** Recorded on pages 327 - 333

Roll Call Vote as follows (Item # 15):  
15. Vote Results for: Item No. 15  
Time of Vote: 9:39:16 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: Y  
L.C. Tester was Absent  
Danny Ward voted: N  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: N  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: N

**Passed (15 Y - 8 N - 1 A - 1 Absent)**  
**Number of Abstain Votes: 1**

**Resolution D.**

*Making Appropriations to Certain Non-Profit Charitable Organizations Serving  
Carter County, TN for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018*

**Motion** was made by Sonja Culler, seconded by Robert Acuff, to accept as presented **Resolution D.**  
**(Item # 16)**

**RESOLUTION No. 675**

**“A RESOLUTION MAKING APPROPRIATIONS TO CERTAIN NON-PROFIT  
CHARITABLE ORGANIZATIONS SERVING CARTER COUNTY, TENNESSEE  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018.”**  
Recorded on pages 334 - 336

Roll Call Vote as follows (Item # 16):  
16. Vote Results for: Item No. 16  
Time of Vote: 9:42:45 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: A  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: N  
Charles Von Cannon voted: Y

Isaiah Grindstaff voted: N  
L.C. Tester was Absent  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: N  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: N  
Kelly Collins voted: Y  
Cody McQueen voted: Y

Passed (17 Y - 5 N - 2 A - 1 Absent)  
Number of Abstain Votes: 2

**Resolutions E.**

*To Provide Financial Assistance to be Paid from Carter County Tax Revenue to Low-Income Elderly Taxpayers, Totally and Permanently Disabled Homeowners, and Disabled Veterans in Addition to the Tax Relief already provided by the State of TN as provided by T.C.A. 67-5-701, ET SEQ.*

**Motion** was made by Bobbie Gouge-Dietz, seconded by Nancy Brown, to accept Resolution E as presented. (Item # 17)

**RESOLUTION No. 676**

**"A RESOLUTION TO PROVIDE FINANCIAL ASSISTANCE TO BE PAID FROM CATER COUNTY TAX REVENUES TO LOW-INCOME ELDERLY TAXPAYERS, TOTALLY AND PERMANENTLY DISABLED HOMEOWNERS, AND DISABLED VETERANS IN ADDITION TO THE TAX RELIEF ALREADY PROVIDED BY THE STATE OF TENNESSEE AS PROVIDED BY T.C.A. 67-5-701 ET SEQ."** Recorded on pages 337 - 338

Roll Call Vote as follows (Item # 17):

17. Vote Results for: Item No. 17

Time of Vote: 9:54:47 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester was Absent  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y

Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (23 Y - 0 N - 1 A - 1 Absent)**  
**Number of Abstain Votes: 1**

Carter County Expenditure Budget Report for the Month of June 2017 was provided to Carter County Commissioners by Christa Byrd, Director of Finance. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures, Outstanding encumbrances, and Unencumbered Balances.

**Committee Reports/Recommendations**

**Agricultural Committee** – Ross Garland, County Liaison, presented the report. No recommendations were presented.

**Budget Committee, Building and Grounds** – No recommendations.

**Education Committee** – Danny Ward, Chairman presented a brief report. No recommendations were presented.

**Financial Management** – Chairman, Ray Lyons presented no recommendations.

**Alternative Revenue Committee** – (Newly Formed Committee) Chairman, Ray Lyons. No report.

**Health & Welfare, Highway Committee, Landfill Committee, and Law Enforcement Committee** had no recommendations to be presented.

Chairman Humphrey informed the Commission of the matter of The Agreement for Inmate Medical Services, noting that this was also deemed as time sensitive and had not been placed in the packets.

Capt. Tom Smith, Carter County Sheriff's Department, presented the Agreement for consideration.

**Motion** was made by Ronnie Trivett, seconded by Sonja Culler, **to accept as presented, The Agreement for Inmate Medical Services. (Item # 18)** Recorded on pages 339 - 346

The agreement is between Mountain States Health Alliance d/b/a/ Sycamore Shoals Hospital, and the Carter County Tennessee Sheriff's Department and between Mountain States Health Alliance d/b/a Johnson City Medical Center, and the Carter County Tennessee Sheriff's Department.

Roll Call Vote as follows (Item # 18):

18. Vote Results for: Item No. 18

Time of Vote: 9:55:43 PM

Type of Vote: MAJORITY NEEDED TO PASS

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Bradley Johnson voted: Y  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester was Absent  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Gouge-Dietz voted: Y

Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly voted: Y  
Robert Carroll voted: Y  
Kelly Collins voted: Y  
Cody McQueen voted: Y

**Passed (23 Y - 0 N - 1 A - 1 Absent)**  
**Number of Abstain Votes: 1**

**Nominating Committee** – Chairman, Al Meehan, had no recommendations to be presented.

**Parks & Recreation** – County Liaison, Randal Jenkins, had no recommendations to present.

**Rules & By-Laws** – Chairman, Randal Jenkins, presented no recommendations.

**Animal Shelter Transition Team Report** – Buford Peters, County Liaison, reported that the City counsel had made their appointment. Commissioner Peters stated everything was going good at the Animal Shelter.

The hours of operation have changed. This change enables the employees to clean prior to opening to the public. The hours of operation are weekdays 12:00 noon to 4:30 PM and 11:00 AM to 3:00 PM on Saturday.

Additional information will be presented following the first meeting of the transition team.

**County Attorney Report** – Joshua Hardin, County Attorney, presented a written report without any objections or questions. See Page 347

**Commissioner Comments**

Commissioner, Charles VonCannon, spoke on behalf of Habitat for Humanity, stating that a new home was being built on Parkway Blvd. He encouraged all Commissioners to be a part of this project.

Veterans present were also recognized by Commissioner VonCannon who extended an invitation to the drama "Liberty" on Thursday as it is free to all veterans.

Commissioner, Sonja Culler, Chairman of the Budget Committee, extended a "thank-you" to all committee members for the hard work done preparing the budget.

Chairman Humphrey thanked the Commission for "coming to terms with a level that you all can support."

**Adjourn**

**Motion to adjourn** was made by Timothy Holdren, seconded by Isaiah Grindstaff. Chairman Humphrey adjourned the meeting. **Meeting Ended at: 10:03:53 PM**

AGENDA  
CARTER COUNTY, TENNESSEE  
Board of County Commissioners  
REGULAR SESSION  
Monday, July 17, 2017 at 6:00 PM

1. Attorney Client Session-Potential Opioid Litigation
2. Call to Order
3. Courthouse-Emergency Egress Plan
4. Roll Call-County Clerk
5. Approval of Agenda
6. Opening Prayer
7. Pledge of Allegiance
8. Recognition of Elected and Appointed Officials/Guests
9. Public Comments
10. Attorney Tom Jessee-Opioid Litigation Discussion
11. Acceptance of Minutes from Previous Meeting
12. Notaries/Bonds
13. Health Services Agreement Amendment #3, Carter County and Health Partners, Inc.
14. COPS Grant Application
15. Amendment of Board Rules Pertaining to Reading of Resolutions
16. Resolutions
  - A. Authorizing Mayor to sign Tennessee Department of Health Contract #34360-15818, Local Health Services, Carter County
  - B. Fixing the Tax Levy in Carter County, TN for the Fiscal Year Beginning July 1, 2017 (2017-2018)
  - C. Making Appropriations for the Various Funds, Departments, Institutions, Offices and Agencies of Carter County, TN for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018
  - D. Making Appropriations to Certain Non-Profit Charitable Organizations Serving Carter County, TN for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018
  - E. To Provide Financial Assistance to be Paid from Carter County Tax Revenues to Low-Income Elderly Taxpayers, Totally and Permanently Disabled Homeowners, and Disabled Veterans in Addition to the Tax Relief already provided by the State of TN as provided by T.C.A. §67-5-701, ET SEQ.
17. Committee Reports/Recommendations
18. County Attorney Report
19. Commission Comments
20. Adjourn

AMENDMENT #3  
TO  
HEALTH SERVICES AGREEMENT

This AMENDMENT #3 to Health Services Agreement dated November 14, 2012, between Carter County, TN (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing December 1, 2012, is entered into as of this 1<sup>st</sup> day of July, 2017.

**WITNESSETH:**

WHEREAS, County and SHP desire to amend the Health Services Agreement dated November 14, 2012, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following amended terms effective July 1, 2017:

**Section 7.1 is hereby replaced in its entirety by the following:**

7.1 **Base Compensation.** For the twelve-month renewal period of this Agreement, effective July 1, 2017, through June 30, 2018, County will compensate SHP based on the twelve-month annualized price of \$411,207.48, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$411,207.48 will be in the amount of \$34,267.29 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

**Section 7.2 is hereby replaced in its entirety by the following:**

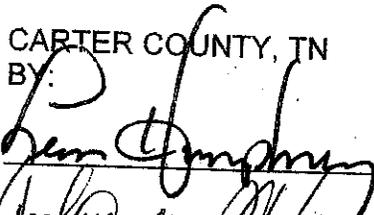
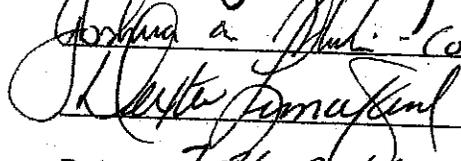
7.2 **Increases in Inmate Population.** County and SHP agree that, for the renewal period of this Agreement effective July 1, 2017, through June 30, 2018, the annual base price is calculated based upon an average daily inmate population of up to 200. If the average daily inmate population exceeds 200 inmates, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.59 for each inmate over 200. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 200, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 205 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CARTER COUNTY, TN

BY:

  
\_\_\_\_\_  
Joshua A. Phillips - County Attorney  
  
\_\_\_\_\_  
Date: 7-16-2017

ATTEST:

\_\_\_\_\_

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

SOUTHERN HEALTH PARTNERS, INC.

BY:

\_\_\_\_\_  
Jennifer Hairsine, President and Chief Executive Officer

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

**\*\* Proposed Amendment to Rule 7 Paragraph C \*\***

**RULE 7**

**RESOLUTIONS**

- A. **GENERAL:** For more complex questions, when greater formality is desired or when, required by law, a motion should be presented in the form of a written resolution. No resolution shall be transacted unless such resolution appears upon the agenda and has a committee chairman's signature certifying that his or her committee has reviewed and approved the resolution to be placed on the agenda of the meeting and members of the Board have received the agenda of the meeting within the time specified herein. By consent of a two-thirds majority of the members of the Board, this provision may be dispensed with so that any resolution may be considered on the agenda.

If the Board elects to use electronic devices for its membership, publication to the Board will be considered accomplished if the resolution or matter is electronically transmitted to the Board by 5 p.m. on the Friday preceding a regular Monday meeting, or 48 hours prior to a special meeting.

- B. **PREPARATION OF RESOLUTIONS:** A resolution must be prepared, or at a minimum reviewed, by the County Attorney prior to its adoption by the Board. Generally, only county office holders or committee chairman may request the County Attorney to prepare resolutions. The County Attorney and/or committee chairman must inform the Board Chairman of any resolution request. A member seeking to introduce a resolution should, if possible, first present the member's request to the appropriate committee for consideration and referral to the County Attorney. If the member is unsure which committee he or she should present their request to, he or she should seek the guidance of the Board Chairman or County Attorney. A written resolution must be prepared in advance of Board meetings, preferably by the County Attorney. The appropriate information to draft the resolution should be provided to the County Attorney at least one (1) week in advance of the deadline for inclusion in the commissioner's packets if possible.

- C. **INTRODUCTION:** Any proposed resolution may be introduced by a member of the Board, by a committee chairman as part of a committee report, or by designation on the meeting agenda. The Clerk or Chairman shall not receive or file any resolution that is not reduced to writing. Resolutions or recommendations from boards, committees, or commissions established pursuant to provisions of statutory law may not be subject to the requirements of this paragraph. Advisory or study committees created by county officials must present proposals directly to a standing committee of the Board prior to action by the Board. **Written resolutions shall not be required to be read aloud verbatim in the meeting. Instead the County Attorney shall read the title aloud, summarize the contents of the Resolution and answer any questions. For the purpose of answering questions the committee chairman, sponsor or relevant officeholder to whom the resolution pertains may be called upon for assistance.**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, JULY 17, 2017

RESOLUTION NO. 672

"A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY."

WHEREAS, pursuant to Tennessee Code Annotated §§ 68-2-603 and 68-2-607, each county shall establish a county health department and may enter into contracts with governmental entities to assist the county health department in carrying out its duties and functions; and

WHEREAS, rural local public health meets the needs of Tennessee citizens as provided by the county health departments; and

WHEREAS, the State of Tennessee Department of Health and Carter County must enter into a contractual relationship in order for Carter County to receive grant funds which reimburse costs expended by the Carter County Health Department for rural local health services provided to the citizens of Carter County; and

WHEREAS, it is in the best interest of the citizens of Carter County to enter into said contractual agreement with the state as it will ensure that needed rural local health services will continue to be provided in Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17<sup>th</sup> day of July, 2017, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Carter County Mayor is hereby authorized to execute all documents necessary to enter into a legally binding contractual agreement with the State of Tennessee Department of Health which will serve to allow Carter County to receive grant funds for the operations of the Carter County Health Department.

BE IT FURTHER RESOLVED that further authorization of the Board of County Commissioners shall not be required for routine extensions of this contract wherein the terms thereof remain unchanged.

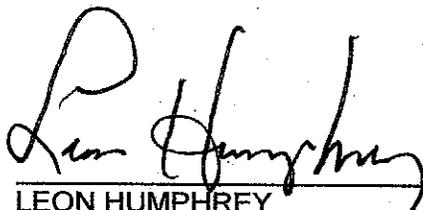
BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval, the welfare of the county demanding, and further that any part of past Resolutions in conflict with this Resolution are hereby rescinded to the extent that a such conflict exists.

Adopted this 17<sup>th</sup> day of July, 2017.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

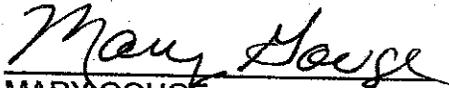
APPROVED:

By:

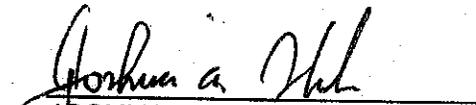


LEON HUMPHREY  
CARTER COUNTY MAYOR &  
BOARD OF COUNTY COMMISSIONERS CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> July 1, 2017		<b>End Date</b> June 30, 2018		<b>Agency Tracking #</b> 34360-15818	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b> Carter County Government					<b>Edison Vendor ID</b> 18
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b> see Section A. Scope of Services and Deliverables			
		<b>Grantee's fiscal year end</b> June 2018			
<b>Service Caption (one line only)</b> Local Health Services					
<b>Funding</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2018	\$431,593.00	\$53,321.00	\$6,986.00		\$491,900.00
<b>TOTAL:</b>	<b>\$431,593.00</b>	<b>\$53,321.00</b>	<b>\$6,986.00</b>		<b>\$491,900.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		According to TCA 68-2-603 and 68-2-607, each county shall establish a county health department and may enter into contracts with governmental entities to assist the county health department in carrying out its duties and functions. Rural Local Public Health meets the needs of the Tennessee citizens provided by the county health departments.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
 Digitally signed by Adeniyi Bakare DN: cn=Adeniyi Bakare, o=Department of Health, ou=Division of Administrative Services, email=Adeniyi.Bakare@tn.gov, c=US Date: 2017.06.12 12:03:10 -05'00'					
<b>Speed Chart (optional)</b> HL00000105		<b>Account Code (optional)</b> 71301000			

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

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 Carter County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 18

**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. "CHAD" Child Health and Development, a home visiting program.
- b. "CSS" Children's Special Services, a program of the Maternal and Child Health Block Grant.
- c. "EP" the Emergency Preparedness program, which include activities as part of the Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) and Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements.
- d. "EPSDT" the Early, Periodic, Screening, Diagnosis and Treatment program, which is covered by Medicaid/TennCare.
- e. "HUGS" Help Us Grow Successfully, a home visiting program.
- f. "PTBMIS" Patient Tracking Billing and Management Information System of the Tennessee Department of Health.
- g. "Rural Local Health Services" A central focus and coordinated effort to identify obstacles unique to rural areas where solutions bring about changes and reforms to improve and enhance the health care of rural citizens.
- h. "STD" the Sexually Transmitted Disease program.
- i. "WIC Services" the Special Supplemental Nutrition Program for Women, Infant, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786.

A.3. Service Goals. Rural Local Health Services represent an array of programs and services provided by the Division of Community Health Services. These programs and services illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols and standing orders.

A.4. Service Description.

- a. The Grantee shall perform the following services on an as needed basis:

PROGRAM	CFDA#
Adolescent Pregnancy Prevention	N/A
Baby & Me Services	N/A
Breast and Cervical Cancer – (Maternal and Child Health Block Grant)	93.994
Child Health and Development (CHAD)	N/A
Childhood Lead Poisoning Prevention	N/A
Children's Special Services (CSS) – Care Coordination Services (Maternal and Child Health Block Grant)	93.994
Chronic Diseases Prevention and Health Promotion	93.758
Clinical Physician Services	N/A
Dental Clinical Services	93.224
Dental Prevention Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT) - Community Outreach Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT)	N/A
Emergency Preparedness	93.074
Family Planning Services	93.217
General Administration/Public Health Office Assistants/Custodial	N/A
Help Us Grow Successfully (HUGS)	N/A
HIV Prevention Services	93.940
Immunization Services	93.268
Nutrition Services	N/A
Prenatal Presumptive Eligibility	N/A
Rape Prevention and Education Program	93.136
Regional/County Health Officers (RCHO)	N/A
Primary Care Services	93.913
Ryan White Medical Case Management (Ryan White Title II)	93.917
Sexually Transmitted Disease (STD) Services	93.977
Tobacco Use Prevention and Control Program	93.305
Tuberculosis Services (Tuberculosis Elimination Grant)	93.116
Welcome Baby Community Outreach Services	93.870
Women, Infant, and Children (WIC) Services – Special Supplemental Nutrition Program	10.557

- b. The "Catalog of Local Rural Health Services for the Division of Health Community Services" provides a description of the above services. A copy of the most recent version of the Catalog of Local Rural Health Services for the Division of Community Health Services can be found at:  
<https://tennessee.sharepoint.com/sites/health/DAS/BMO/Documents/Forms/Default.aspx>.  
The Grantee shall have access to the State's Intranet, notification of any changes will be provided by the state via electronic mail.
- c. The Grantee shall assure staff providing services in accordance with this Grant are on duty during the State's regularly scheduled business hours. Grantee staff shall also observe the same legal holidays as observed by the State.
- d. Local Health Services provided by the Division of Community Health Services are coded and tracked through PTBMIS. A copy of the most recent version of the PTBMIS Coding Manual can be found at:  
<https://tennessee.sharepoint.com/sites/health/CHS/BILL/SitePages/Home.aspx>
- e. The Grantee shall allow the State to credential, privilege, and contract medical facilities and medical practitioners on the Grantee's behalf.

- A.5. 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 Catalog of Local Rural Health Services for the Division of Community Services (found at: <https://tennessee.sharepoint.com/sites/health/DAS/BMO/Documents/Forms/Default.aspx>) as may be amended, if any.
- A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2017 ("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 Ninety One Thousand Nine Hundred Dollars (\$491,900.00) ("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.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs (Attachment 2).
- 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:

Community Health Services  
 Jenny Crane, Contract Manager  
 Jenny.crane@tn.gov

- 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, Local Health 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 forty-five (45) 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 forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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

- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 3).
- 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.
  - 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.
  - 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.
  - 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, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

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

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

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

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

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

**The State:**

Jenny Crane Contract Manager  
 Department of Health, Community Health Services  
 710 James Robertson Avenue  
 Nashville, TN 37243  
 jenny.crane@tn.gov  
 Telephone # (615) 741.0235

**The Grantee:**

Leon Humphrey, County Mayor  
 Carter County Government  
 801 Elk Avenue  
 mayor@cartercountyttn.gov  
 Telephone # (423) 542-1801

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

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

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

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

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

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency 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](mailto: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 4).
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, 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 comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract, with the exception of:

- a. patient liability amounts (including copay, coinsurance, and deductibles) established by insurance plans and assigned to the patient,
- b. charges based on patients' income and family size, and
- c. other fees as established by the State.

The Grantee shall be allowed to bill the patient's insurance, including governmental insurers such as TennCare, where appropriate. The parties shall comply with all applicable governmental and insurance plan reimbursement rules, including but not limited to Medicaid/TennCare or Medicare. The parties further agree that benefits provided or received under this Grant Contract are not contingent on referrals nor are they paid under arrangement to provide healthcare services reimbursed by Medicare or Medicaid/TennCare.

D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**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),

780(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.

IN WITNESS WHEREOF,

CARTER COUNTY GOVERNMENT:

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

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

**DATE**

**ATTACHMENT 1**  
**GRANT BUDGET**  
 (BUDGET PAGE 4)

<b>CARTER COUNTY GOVERNMENT - LOCAL HEALTH SERVICES</b>				
<b>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.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$296,000.00	\$0.00	\$296,000.00
2	Benefits & Taxes	\$186,500.00	\$0.00	\$186,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$100.00	\$0.00	\$100.00
5	Supplies	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$8,700.00	\$0.00	\$8,700.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$100.00	\$0.00	\$100.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$491,900.00</b>	<b>\$0.00</b>	<b>\$491,900.00</b>

<sup>1</sup> 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.in.gov/finance/act/documents/policy3.pdf>).

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, JULY 17, 2017

RESOLUTION NO. 673

"A RESOLUTION FIXING THE TAX LEVY IN CARTER COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 (2017-2018)."

SECTION 1. BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17<sup>th</sup> day of July, 2017, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the combined property tax rate of Carter County, Tennessee for the fiscal year beginning July 1, 2017, and ending June 30, 2018, shall be \$2.47 on each \$100.00 of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

<u>FUND RATE</u>	
General Purpose/Schools	\$ 1.1210
County General Fund	\$ 1.0000
Debt Service	\$ 0.2150
County Road Fund	<u>\$ 0.1340</u>
Total	\$ 2.4700

SECTION 2. BE IT FURTHER RESOLVED, that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the General Fund.

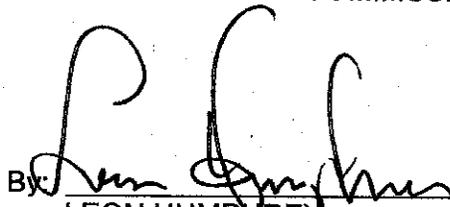
SECTION 3. BE IT FURTHER RESOLVED, that all Resolutions of the Board of County Commissioners of Carter County, Tennessee which are in conflict with this Resolution are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its passage, the public welfare requiring it. This Resolution shall be spread upon the minutes of the Board of County Commissioners for Carter County, Tennessee, in the County Clerk's records.

Adopted this 17<sup>th</sup> day of July, 2017.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

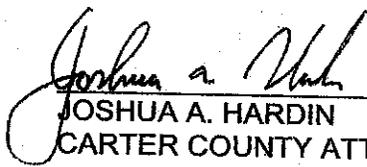
APPROVED:

By   
LEON HUMPHREY  
CARTER COUNTY MAYOR &  
BOARD OF COUNTY COMMISSIONERS CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

U:\Carter County Attorney\Resolutions-Budget 2017\Tax Rate Resolution 17-18.docx

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, JULY 17, 2017

RESOLUTION NO. 674

"A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF CARTER COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018."

SECTION 1. BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, assembled in regular session on this the 17<sup>th</sup> day of July, 2017, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Carter County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the county's debt maturing during the fiscal year beginning July 1, 2017 and ending June 30, 2018, according to the following schedule:

GENERAL FUND

County Commission	\$ 97,073.40
Board of Equalization	5,628.75
County Mayor	207,848.04
County Attorney	60,738.00
Election Commission	329,381.75
Register of Deeds	265,479.40
Planning	296,395.75
County Buildings	648,019.13
Accounts and Budgets	428,641.43
Property Assessor	442,622.75
Reappraisal	109,303.68
County Trustee	364,002.29
County Clerk	477,230.62
Circuit Court	764,354.13
General Sessions Court	253,161.83
Chancery Court	353,197.70
Judicial Commissioners	-
Other Administration of Justice-Juries	26,500.00
Sheriff	4,386,706.57
Jail	3,451,737.34
Juvenile Services	208,644.54
Fire Prevention	388,500.00
Rescue Squad	272,700.00

EMA	\$ 122,052.54
Inspection and Regulation	5,956.73
County Corner	15,568.00
Other Public Safety	3,724.30
Local Health Center	169,000.00
Rabies and Animal Control	331,294.34
Ambulance/Emergency Medical (911)	203,663.00
Crippled Children Services	20,934.27
General Welfare Assistance	12,000.00
Other Local Welfare Services	2,400.00
Other Public Health	3,925.00
Senior Citizens Assistance	46,164.40
Libraries	65,600.00
Park and Recreation	36,394.06
Agricultural Extension Service	116,302.45
Flood Control	3,550.00
Other Agriculture & Natural Resources	21,149.50
Tourism	90,000.00
Other Economic & Community Development	122,589.04
Veteran Services	50,532.85
Other Charges	1,900.00
Contributions to Other Agencies	49,595.00
Miscellaneous	384,325.32
Litter and Trash Collection	48,515.35
<b>Total General Fund</b>	<b>15,765,003.25</b>

**COURTHOUSE AND JAIL MAINTENANCE**

County Buildings	5,600.00
Other Administration of Justice	4,800.00
Miscellaneous	100.00
<b>Total Courthouse and Jail Maintenance</b>	<b>10,500.00</b>

**SOLID WASTE/SANITATION FUND**

Convenience Centers	64,606.12
Recycling Center	62,734.62
Landfill Operation and Maintenance	805,427.51
Miscellaneous	10,000.00
<b>Total Solid Waste/Sanitation Fund</b>	<b>942,768.25</b>

HEALTH DEPARTMENT FUND

Local Health Center \$ 169,000.00  
Total Health Department 169,000.00

DRUG CONTROL

Drug Enforcement 39,000.00  
Miscellaneous 800.00  
Total Drug Control 39,800.00

SPORTS AND RECREATION

Parks and Fair 25,000.00  
Total Sports and Recreation 25,000.00

HIGHWAY/PUBLIC WORKS FUND

Administration 409,697.87  
Highway & Bridge Maintenance 2,369,091.51  
Operation & Maintenance of Equipment 696,823.55  
Other Charges 106,250.00  
Employee Benefits 66,441.07  
Capital Outlay 363,000.00  
Total Highway/Public Works Fund 4,011,304.00

GENERAL PURPOSE SCHOOL FUND

Regular Instruction Program 20,995,895.33  
Alternative Instruction Program 176,405.90  
Special Education Program 3,598,767.22  
Vocational Education Program 1,484,735.03  
Health Services 385,148.96  
Other Student Support 1,224,479.44  
Regular Instruction Program 1,540,034.48  
Alternative Instruction Programs 119,526.90  
Special Education Program 396,530.16  
Vocational Education Program 167,148.64  
Technology 433,514.40  
Board of Education 835,904.00  
Office of the Superintendent 459,299.16  
Office of the Principal 2,576,440.38  
Fiscal Services 154,000.00

Operation of Plant	\$ 2,809,605.38
Maintenance of Plant	737,059.12
Transportation	2,130,830.10
Community Services	200,522.92
Regular Capital Outlay	422,380.67
Education Debt Service	335,000.00

Total General Purpose School Fund	41,183,228.19
-----------------------------------	---------------

**HEAD START FUND**

Childhood Education	1,084,185.25
---------------------	--------------

Total Head Start Fund	1,084,185.25
-----------------------	--------------

**CENTRAL CAFETERIA FUND**

Food Services	3,415,801.89
---------------	--------------

Total Central Cafeteria Fund	3,415,801.89
------------------------------	--------------

**GENERAL DEBT SERVICE**

General Government Debt Service	1,621,931.26
---------------------------------	--------------

Education Debt Service	388,929.66
------------------------	------------

Total General Debt Service	2,010,860.92
----------------------------	--------------

BE IT FURTHER RESOLVED, that the budget for the School Federal Projects fund shall be the budget approved for separate projects within No Child Left Behind (NCLB), Individuals with Disabilities Education Act (IDEA-Part B and Preschool), Carl Perkins Vocational fund and other federal grants by the Carter County Board of Education.

**SECTION 2.** BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, Sheriff and the officially authorized deputies and assistants of each may be entitled to receive under state laws heretofore or hereafter enacted. Expenditures out of commissions and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized

shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in T.C.A Section 8-22-101, operate under the provisions of T.C.A. Section 8-22-104 the provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget, except for amendments to the budget for funds under supervision of the Director of Schools, shall be approved as provided in T.C.A. Section 5-9-407. The Director of Schools must receive approval of the Board of Education for transfers within each major category of the budget, and approval of both the Board of Education and Board of County Commissioners for transfers between major categories as required by law.

One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfers from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures for any office, agency, institution, division or department for the fiscal year ending June 30, 2018. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissions providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds actually to be provided during the year in which the expenditure is to be made to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved

by the Comptroller of the Treasury after its adoption as provided by T.C.A. Section 9-21-403.

**SECTION 6.** BE IT FURTHER RESOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes provided such notes are first approved by the Comptroller of the Treasury to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2017-2018 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, of the Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2018.

**SECTION 7.** BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year 2015 and prior years and the interest and penalty thereon collected during the year ending June 30, 2018 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2015. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

**SECTION 8.** BE IT FURTHER RESOLVED, that all encumbered balances of appropriations remaining at the end of the year shall lapse, and be of no further effect, at the end of the fiscal year on June 30, 2018.

**SECTION 9.** BE IT FURTHER RESOLVED, that any resolution or part of a resolution which heretofore has been passed by the Board of County Commissioners which is in conflict with any provision of this resolution shall be and the same is hereby repealed.

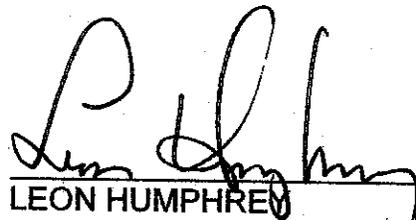
**SECTION 10.** BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2017. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Adopted this 17<sup>th</sup> day of July, 2017.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

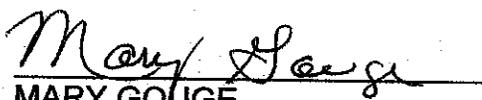
APPROVED:

By:



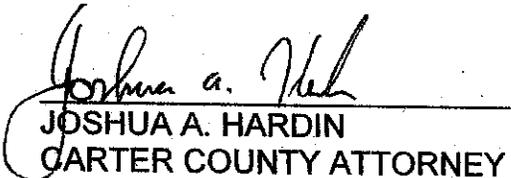
LEON HUMPHREY  
CARTER COUNTY MAYOR &  
BOARD OF COUNTY COMMISSIONERS,  
CHAIRMAN

ATTEST:



MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:



JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, JULY 17, 2017

RESOLUTION NO. 675

"A RESOLUTION MAKING APPROPRIATIONS TO CERTAIN NON-PROFIT CHARITABLE ORGANIZATIONS SERVING CARTER COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018."

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorizes the Carter County Legislative Body to make appropriations for the financial aid of nonprofit charitable and/or civic organizations; and

WHEREAS, the Carter County Legislative Body recognizes the various nonprofit charitable organizations providing services in Carter County are in great need of funds to carry on their nonprofit charitable work.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17<sup>th</sup> day of July, 2017, with a lawful quorum of said Board being present and with a majority voting in the affirmative as follows:

SECTION 1. That the sum of one million, fourteen thousand, five hundred fifty one dollars and twenty-seven cents (\$1,014,551.27) is appropriated to the various non-profit organizations providing services in Carter County as reflected below:

No.	Agency	Amount
101-54310-316	Volunteer Fire Departments	\$ 388,500.00
101-54420-599	Rescue Squad	272,700.00
101-55180-316	Vocational Rehab	20,934.27
101-55510-316	The Shepherd's Inn	12,000.00
101-55990-316	Red Cross	1,425.00
101-55590-316	Children's Advocacy Center	2,500.00
101-56300-316	Senior Citizens	14,584.00
101-56300-316	First TN Human Resource Agency	30,570.00
101-56300-316	Retired Senior Volunteer Program	1,010.00
101-56500-316	Library	60,600.00
101-56500-316	Imagination Library	5,000.00
101-56700-316	City Parks and Recreation	11,394.06
101-57900-309	Soil Conservation	20,149.50
101-57900-316	Department of Agriculture	1,000.00
101-5810-316	Pathology	113,603.04
101-58190-316	First Tennessee Development District	8,986.00
101-58500-316	Economic Development	40,000.00
101-58500-316	Boys and Girls Club	9,595.00
	<b>Total</b>	<b>\$ 1,014,551.27</b>

BE IT FURTHER RESOLVED, that all appropriations enumerated in Section 1 above are subject to the following conditions:

1. That the non-profit charitable organization to which funds are appropriated shall file with the County Clerk and the disbursing official a copy of an annual report of its business affairs and transactions prepared and certified by the Chief Financial Officer of such non-profit organization. Said report shall include, but not be limited to, an annual audit or annual report detailing all receipts and expenditures, a description of the program that serves the residents of the county, and the proposed use of the County's funds in accordance with T.C.A. Section 5-9-109(c) and the rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. However, pursuant to T.C.A. Section 5-9-109(c)(3) and (4) any nonprofit organization that desires such financial assistance may file, in lieu of the annual audit, an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, and such report shall be prepared and certified by the chief financial officer of such nonprofit organization. The Financial Management Committee of Carter County has adopted the policy that any qualifying organizations receiving a donation of \$100,000.00 or less shall be permitted to comply with the alternative procedure detailed in T.C.A. Section 5-9-109(c)(3) and (4).

2. That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purpose benefitting the general welfare of the residents of Carter County.

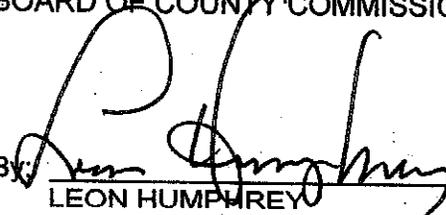
3. That it is the expressed interest of the Board of County Commissioners for Carter County providing these funds to the above named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-9-109 of Tennessee Code Annotated and any and all other laws which may apply to county appropriations to non-profit organizations, and therefore these appropriations are made subject to compliance with any and all of said laws and regulations.

BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2017. This Resolution shall be spread upon the minutes of the Board of County Commissioners.

Adopted this 17<sup>th</sup> day of July, 2017.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

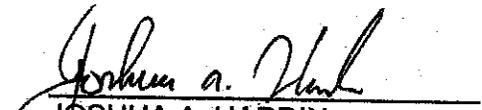
By: 

LEON HUMPHREY  
CARTER COUNTY MAYOR &  
BOARD OF COUNTY COMMISSIONERS CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

U:\Carter County Attorney\Resolutions-Budget 2017\Non-Profit Resolution 17-18.docx

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, JULY 17, 2017

RESOLUTION NO. 676

"A RESOLUTION TO PROVIDE FINANCIAL ASSISTANCE TO BE PAID FROM CARTER COUNTY TAX REVENUES TO LOW-INCOME ELDERLY TAXPAYERS, TOTALLY AND PERMANENTLY DISABLED HOMEOWNERS, AND DISABLED VETERANS IN ADDITION TO THE TAX RELIEF ALREADY PROVIDED BY THE STATE OF TENNESSEE AS PROVIDED BY T.C.A. §67-5-701, ET SEQ.

WHEREAS, a need exists in Carter County to provide financial assistance to low-income elderly residents of the county; and

WHEREAS, pursuant to T.C.A. §5-9-112, counties are authorized to appropriate funds on an annual basis for this purpose; and

WHEREAS, pursuant to T.C.A. §5-9-112, the county legislative body of each particular county is authorized to develop guidelines for eligibility and participation in applying for this assistance; and

WHEREAS, pursuant to T.C.A. §67-5-701, the legislative bodies of counties may provide for the appropriation of funds for tax relief for elderly low-income homeowners as described in T.C.A. §67-5-702, for disabled homeowners as described in T.C.A. §67-5-703, and for disabled veterans as described in T.C.A. §67-5-704.

NOW, THEREFORE, be it resolved by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17<sup>th</sup> day of July, 2017, with a lawful quorum of said Board being present and with a majority voting in the affirmative as follows:

SECTION 1. A low-income taxpayer who is sixty-five (65) years of age or older and who resides in Carter County shall be eligible to apply for financial assistance based on the amount of real property taxes assessed and levied by the county on the real property owned and used as a residence by said taxpayer. The amount shall be \$40, and eligibility shall be determined by the standards and conditions set out in T.C.A. §67-5-702.

SECTION 2. A totally and permanently disabled homeowner who resides in Carter County shall be eligible to apply for financial assistance based upon the amount of real property taxes assessed and levied by the county on the real property owned and used as a residence by said taxpayer. The amount shall be \$40, and eligibility shall be determined by the standards and conditions set out in T.C.A. §67-5-703.

SECTION 3. A disabled veteran real property taxpayer who resides in Carter County shall be eligible to apply for financial assistance based upon the amount of real property taxes assessed and levied by the county on the real property owned and used as a

residence by said taxpayer. The amount shall be \$40, and eligibility shall be determined by the standards and conditions set out in T.C.A. §67-5-704.

SECTION 4. Property tax relief shall be obtainable by application to the County Trustee. The procedure shall conform to the requirements for state relief as stated in T.C.A. §§67-5-701, 67-5-702, 67-5-703 and 67-5-704, as applicable. After application is made, the trustee shall certify the amount of the relief to the County Mayor, who shall issue a warrant for the specified amount.

SECTION 5. The assistance set out herein is applicable solely for taxes levied and assessed for the 2017 calendar year. Eligible taxpayers must apply for the assistance no later than April 5, 2018. Failure to apply within the prescribed time period shall constitute a waiver of all claims for the assistance hereby authorized.

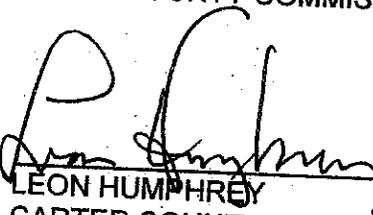
SECTION 6. The implementation of this program is dependent on appropriations made to fund it in the general appropriations for the fiscal year 2017-2018, or any supplemental appropriations.

SECTION 7. This Resolution shall be effective upon passage, contingent upon funding appropriation by the Board of County Commissioners, the public welfare requiring it.

Adopted this 17<sup>th</sup> day of July, 2017.

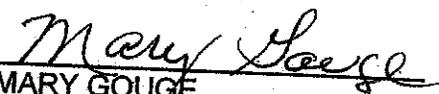
CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

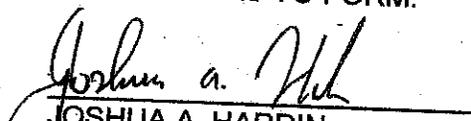
By: 

LEON HUMPHREY  
CARTER COUNTY MAYOR &  
BOARD OF COUNTY COMMISSIONERS CHAIRMAN

ATTEST:

  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

U:\Carter County Attorney\Resolutions-Budget 2017/Tax Relief Resolution 17-18.docx

## AGREEMENT FOR INMATE MEDICAL SERVICES

THIS AGREEMENT is made and entered as of the 13 day of July 2017, by and between MOUNTAIN STATES HEALTH ALLIANCE d/b/a JOHNSON CITY MEDICAL CENTER, a Tennessee nonprofit corporation (hereinafter, "MSHA") and the CARTER COUNTY TENNESSEE SHERIFF'S DEPARTMENT, a department of an incorporated governmental entity (hereinafter, the "Jail") for the provision of medical services to individuals incarcerated at the Jail.

WHEREAS, MSHA operates an acute-care hospital in Johnson City, Tennessee, known as Johnson City Medical Center (the "Hospital"), that provides inpatient and outpatient medical and surgical services as well as a 24-hour emergency department; and,

WHEREAS, the Jail houses county and state prisoners at its facility in Carter County, Tennessee, and is required to provide necessary medical care to prisoners incarcerated at its facility pursuant to T.C.A. Sec. 41-4-115(a) and desires to arrange for the medical treatment of prisoners at the Hospital in the event that the prisoners' condition cannot be adequately treated by the attending jail physician or nursing staff; and,

WHEREAS, the Jail desires to bring such patients to Hospital for evaluation and/or treatment and MSHA desires to provide medical services to such patients;

NOW THEREFORE, in contemplation of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Jail shall transport to the Hospital any prisoners needing diagnostic testing or medical treatment that cannot be provided on-site at the Jail. The Hospital shall render medical care in accordance with the laws and regulations that govern its operations. Nothing in this paragraph requires the Jail to transport prisoners exclusively to the Hospital for the services contemplated herein.
2. The Jail shall be responsible for the payment of all services rendered to the patients/inmates that are in custody of the Jail and subsequently transported to the Hospital for care, regardless of the cause of the patients'/inmates' underlying medical condition, unless the patient has private insurance coverage at the time services are rendered that will pay for said services. If insurance coverage is in effect for a patient/inmate, the Hospital shall first file a claim for services rendered with the applicable insurance carrier. However, once the Hospital has been notified by a particular insurance carrier that it is its policy to suspend or terminate coverage upon a patient's incarceration, the Hospital shall not be obligated to first bill such carrier for the services provided to future patients/inmates that maintain insurance coverage with the same carrier. Such payment responsibility applies to all services rendered, including, but not limited to diagnostic testing and emergency, outpatient, and inpatient services.
3. In exchange for the Jail's commitment to pay for the services rendered to patients/inmates, MSHA shall extend to the Jail a fifty percent (50%) discount off of billed charges. MSHA shall submit a bill to the Jail within ninety (90) days of the discharge of patients/inmates and the Jail shall pay said invoice within sixty (60) days. At its sole expense, the Jail reserves the right to bring in a medical audit firm to conduct a

random review of the billings. Such billing review shall be completed during regular business hours at the Hospital's facility where such records are kept.

4. Jail acknowledges that some medical services received by inmates at Hospital may be provided by independent medical providers not affiliated with MSHA. MSHA will bill for the services provided by MSHA. Jail may also receive bills and be responsible for payment for services provided to inmates by medical providers. The discount referenced in Section 3 above applies only to MSHA bills.
5. Upon request by Jail, MSHA will provide Jail with current Accounts Receivable Aged Trial Balances within seven (7) days. Such reports may be requested by the Jail at any time by forwarding a request to:

Patient Financial Resources  
Mountain States Health Alliance  
400 N. State of Franklin Rd.  
Johnson City, TN 37604  
Attn: Leaine Light

6. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date hereof. Thereafter, this Agreement shall automatically renew for additional, successive one (1)-year terms, unless either party sends notice of nonrenewal to the other party at least thirty (30) days prior to expiration of the then current term. Either party may terminate this Agreement with or without cause by providing the other party with a written notice ninety (90) days before the effective date of such termination.
7. MSHA and the Jail are both independent contractors, and nothing herein shall be construed to create a joint venture, partnership, or similar relationship between them. No employee of either Party shall be considered to be an employee of the other Party, nor shall any employee of either Party be entitled to receive any employment-related benefits from the other Party, including, but not limited to, health and life insurance benefits, pension and retirement benefits, vacation and sick leave benefits, and workers compensation and unemployment insurance, nor shall either Party withhold or pay any income or payroll taxes for, on behalf of, or with respect to, any employee of the other Party. Neither of the Parties, nor any of their respective agents or employees, shall be construed to be the agent, employee, or representative of the other Party, and each Party shall be solely responsible for any liability that may arise as a result of, or in connection with, any act or omission by that Party or any of its agents or employees.
8. Notices. Any notices or communications required or permitted to be given under this Agreement shall be delivered or given to the respective parties and each entity set forth below by registered or certified mail, return receipt requested, at the following addresses, unless a party otherwise designates in writing:

If to Hospital: Mountain States Health Alliance  
Attn: Richard Boone  
400 North State of Franklin Road  
Johnson City, TN 37604

If to Jail:

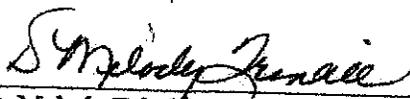
Carter County Sheriff's Office  
Captain Thomas Smith  
900 E. Elk Avenue  
Elizabethton, TN. 37643

9. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. Any waiver of a breach hereunder shall only be considered valid if in writing and executed by a duly authorized officer of the party granting the waiver.
10. If particular portions of this Agreement are ruled unenforceable, such portions shall be deemed modified to the extent necessary to render such portions enforceable and to preserve to the fullest extent permissible the intent and agreement of the parties herein set forth. In the event that any future changes in federal or state law or regulations applicable to the performance of the Agreement shall, in the reasonable opinion of legal counsel for either party, make any portion of this Agreement invalid or illegal, either party may terminate this Agreement upon thirty (30) days written notice to the other, if within said thirty (30)-day period the parties are not able to agree on a mutually acceptable addendum to the Agreement.
11. This Agreement is made and entered in the State of Tennessee and shall be construed, interpreted and governed by the laws thereof without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. In the event of any dispute arising herein, including the collection of fees, the venue of all legal proceedings shall be in the state courts of Tennessee located in Carter County, Tennessee or in the Federal Court for the Eastern District of Tennessee, located in Greenville, Tennessee.
12. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to the matters set forth herein, are superseded by this Agreement. No amendment or modification of any provision of this Agreement shall be effective unless in writing and executed by duly authorized officers of each of the parties hereto.
13. Each party warrants that the person whose signature appears below has the authority to bind such party by such signature to the terms and conditions of this Agreement.

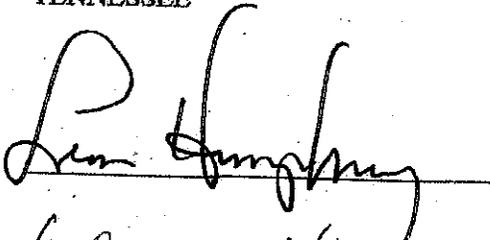
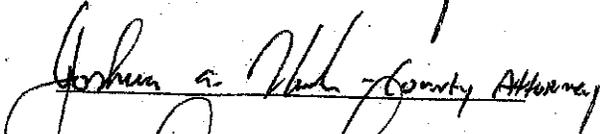
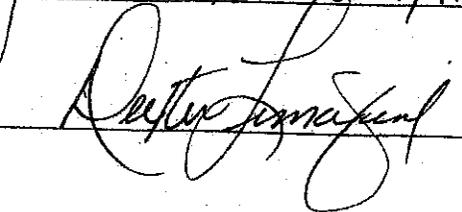
*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first written above in duplicate counterparts, each of which shall be considered an original.

"The Hospital"  
MOUNTAIN STATES HEALTH  
ALLIANCE d/b/a JOHNSON CITY  
MEDICAL CENTER

  
D. Melody Trimble, Vice President  
and CEO, Washington County Market

"The Jail"  
THE COUNTY OF CARTER,  
TENNESSEE

  
  
Joshua A. White, County Attorney  




S:\Public\Legal\RKSI\Contracts\Carter County\Sheriff Department Jail\CarterCoJail.JGMC-2017v2.doc

## AGREEMENT FOR INMATE MEDICAL SERVICES

THIS AGREEMENT is made and entered as of the 13 day of July 2017, by and between MOUNTAIN STATES HEALTH ALLIANCE d/b/a SYCAMORE SHOALS HOSPITAL, a Tennessee nonprofit corporation (hereinafter, "MSHA") and the CARTER COUNTY TENNESSEE SHERIFF'S DEPARTMENT, a department of an incorporated governmental entity (hereinafter, the "Jail") for the provision of medical services to individuals incarcerated at the Jail.

WHEREAS, MSHA operates an acute-care hospital in Carter County, Tennessee, known as Sycamore Shoals Hospital (the "Hospital"), that provides inpatient and outpatient medical and surgical services as well as a 24-hour emergency department; and,

WHEREAS, the Jail houses county and state prisoners at its facility in Carter County, Tennessee, and is required to provide necessary medical care to prisoners incarcerated at its facility pursuant to T.C.A. Sec. 41-4-115(a) and desires to arrange for the medical treatment of prisoners at the Hospital in the event that the prisoners' condition cannot be adequately treated by the attending jail physician or nursing staff; and,

WHEREAS, the Jail desires to bring such patients to Hospital for evaluation and/or treatment and MSHA desires to provide medical services to such patients;

NOW THEREFORE, in contemplation of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Jail shall transport to the Hospital any prisoners needing diagnostic testing or medical treatment that cannot be provided on-site at the Jail. The Hospital shall render medical care in accordance with the laws and regulations that govern its operations. Nothing in this paragraph requires the Jail to transport prisoners exclusively to the Hospital for the services contemplated herein.
2. The Jail shall be responsible for the payment of all services rendered to the patients/inmates that are in custody of the Jail and subsequently transported to the Hospital for care, regardless of the cause of the patients'/inmates' underlying medical condition, unless the patient has private insurance coverage at the time services are rendered that will pay for said services. If insurance coverage is in effect for a patient/inmate, the Hospital shall first file a claim for services rendered with the applicable insurance carrier. However, once the Hospital has been notified by a particular insurance carrier that it is its policy to suspend or terminate coverage upon a patient's incarceration, the Hospital shall not be obligated to first bill such carrier for the services provided to future patients/inmates that maintain insurance coverage with the same carrier. Such payment responsibility applies to all services rendered, including, but not limited to diagnostic testing and emergency, outpatient, and inpatient services.
3. In exchange for the Jail's commitment to pay for the services rendered to patients/inmates, MSHA shall extend to the Jail a fifty percent (50%) discount off of billed charges. MSHA shall submit a bill to the Jail within ninety (90) days of the discharge of patients/inmates and the Jail shall pay said invoice within sixty (60) days. At its sole expense, the Jail reserves the right to bring in a medical audit firm to conduct a



If to Jail:

Carter County Sheriff's Office  
Captain Thomas Smith  
900 E. Elk Avenue  
Elizabeth, TN. 37643

9. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. Any waiver of a breach hereunder shall only be considered valid if in writing and executed by a duly authorized officer of the party granting the waiver.
10. If particular portions of this Agreement are ruled unenforceable, such portions shall be deemed modified to the extent necessary to render such portions enforceable and to preserve to the fullest extent permissible the intent and agreement of the parties herein set forth. In the event that any future changes in federal or state law or regulations applicable to the performance of the Agreement shall, in the reasonable opinion of legal counsel for either party, make any portion of this Agreement invalid or illegal, either party may terminate this Agreement upon thirty (30) days written notice to the other, if within said thirty (30)-day period the parties are not able to agree on a mutually acceptable addendum to the Agreement.
11. This Agreement is made and entered in the State of Tennessee and shall be construed, interpreted and governed by the laws thereof without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. In the event of any dispute arising herein, including the collection of fees, the venue of all legal proceedings shall be in the state courts of Tennessee located in Carter County, Tennessee or in the Federal Court for the Eastern District of Tennessee, located in Greeneville, Tennessee.
12. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to the matters set forth herein, are superseded by this Agreement. No amendment or modification of any provision of this Agreement shall be effective unless in writing and executed by duly authorized officers of each of the parties hereto.
13. Each party warrants that the person whose signature appears below has the authority to bind such party by such signature to the terms and conditions of this Agreement.

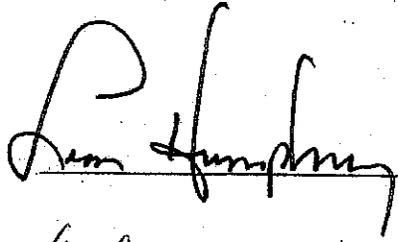
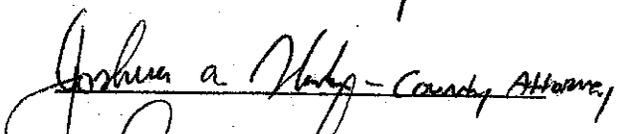
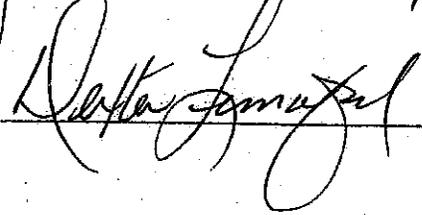
*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first written above in duplicate counterparts, each of which shall be considered an original.

**"The Hospital"**  
MOUNTAIN STATES HEALTH  
ALLIANCE d/b/a SYCAMORE SHOALS  
HOSPITAL

  
\_\_\_\_\_  
Dwayne Taylor, Vice President  
and CEO, Southeast Market

**"The Jail"**  
THE COUNTY OF CARTER,  
TENNESSEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Joshua A. Hays - County Attorney  
  
\_\_\_\_\_



S:\Public\Legal\MSHA\Contracts\Carter County\Sheriff Department Jail\CarterCoJail-SSH-2017v2.doc

COUNTY ATTORNEY REPORT  
July 2017

General Litigation update:

1. Caraway v. R.W. Edwards Equipment Co., et al.- Discussed in Attorney Client Session.
2. Potential Opioid Litigation- Discussed in Attorney Client Session.

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Finance Department- Research and correspondence re: hotel/motel tax issue; Draft of 4 Budget related resolutions considered this month; Revision of the Carter County Employee Handbook.
3. Planning Department- Review and edit building code Resolution for presentation to Planning Commission.
4. Research, calls and meetings regarding potential opioid litigation.
5. Calls and correspondence re: Carraway litigation.
6. Sheriff's Office- Completion of State inmate Contract submission; MSHA contract review; COPS grant application review.
7. Animal Shelter – Research regarding various issues for Director and others; Correspondence with City Attorney Roger Day concerning transition committee issues.
8. Highway Department- Call with U.S. Forest Service officials re: trail access parking area; Work on ROW acquisition for Roan Mountain Main Street Bridge project; Research, meetings and calls with Road Superintendent and residents re: ROW acquisition for adoption of Laurel Highlands Road.
9. Health Department- Draft of Resolution for Grant approval.
10. Revision of Commission Rules of procedure for adoption.

THIS PAGE IS LEFT

I N T E N T I O N A L L Y

B L A N K