

**Board of Commissioners  
Carter County, Tennessee  
REGULAR SESSION  
Monday, May 18, 2020**

**DRAFT**

Due to the ongoing COVID-19 pandemic,  
this meeting was held electronically with live public access  
for the protection of the health, safety, and welfare of the public.

**1. Call to Order** – Chairman, Ray Lyons called the meeting to order at 6:00 PM.

**2. Roll Call – County Clerk**

Present: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (24 Present)

Absent: None (0 Absent)

Clerks Note: Charles VonCannon had difficulty connecting electronically and several votes made by him were inaudible.

Quorum Present

**3. Approval of Agenda**

Chairman Lyons requested that James Bowers be added to the agenda at item 7. Election of Constable for 7<sup>th</sup> District Vacancy.

Motion was made by David Miller, seconded by Mark Blevins, to approve with the addition as requested, tonight's agenda. Recorded on page 399

By majority voice vote, motion carried.

**4. Acceptance of Meeting Minutes from March**

Motion was made by Nancy Brown, seconded by Mike Hill, to accept as presented the March 16, 2020 minutes.

By majority voice vote, motion carried.

**5. Approval of Notaries & Bonds**

Motion was made by Mark Tester, seconded by Sonja Culler, to approve as presented the Notaries/Bonds for May 18, 2020.

**NOTARIES/BONDS  
MAY 18, 2020**

Tina M. Johnson	Staci Peters	Katheryn R. Anderson
Joy K. Woods	Donna J. Bare	Taylor Collins
Amie L. Adkins	Stephen C. Foltz	Sherry A. Mains
Angela Michelle Erwin	John K. Banks	David A. Lacy
Lou Cooter	Scott Morton	Melissa Dawn Carr
Brian Tipton	Patti Whitson	Kelly J. Carr
Deana Graybeal	*****	Rachel Ferguson

By majority voice vote, motion carried.

**6. Election of County Attorney**

Chairman Lyons noted that a resume had been submitted by Attorney Joshua Hardin.

Motion was made by Mike Hill, seconded by Isaiah Grindstaff, to approve and accept the reappointment of Attorney Joshua Hardin as Carter County Attorney.

By majority voice vote, motion carried.

**7. Election of Constable of 7<sup>th</sup> District**

Chairman Lyons noted the applications received from James Bowers and Dustin Baker and invited them to speak at this time.

Dustin Baker was recognized and invited to speak stating qualifications for the position of 7<sup>th</sup> District Constable.

Motion was made by Mike Hill to cease nomination and appoint Dustin Baker by acclamation. However, no second was received, and motion was declined. Chairman Lyons did recognize the nomination made by Mike Hill for Dustin Baker for the position of 7<sup>th</sup> District Constable. No second was necessary.

James Bowers was invited to speak by Chairman Lyons. However, Mr. Bowers was not available to speak.

James Bowers was nominated by Gary Bailey for the position of 7<sup>th</sup> District Constable. Jerry Proffitt made the second however, no second is required.

Chairman Lyons call for a voice roll call vote with each Commission voicing the name of the person for whom they wish to vote.

Voting for Dustin Baker as follows:

Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Travis Hill, Sonja Culler, Kelly Collins, David Miller. (18 Votes for Dustin Baker)

Voting for James Bowers as follows:

Jerry Proffitt, Gary Bailey, Ray Lyons, Aaron Frazier, and Robin McKamey. (5 Votes for James Bowers)

The vote placed by Charles VonCannon was inaudible.

Dustin Baker received eighteen (18) votes, and James Bowers received five (5) votes. Dustin Baker was appointed to fill the unexpired term of Constable of the 7<sup>th</sup> District (term to expire 08-31-2020).

**8. Additions and Deletions from Tax Rolls – County Trustee**

County Trustee, Randall Lewis was invited to speak but was not online/available.

Motion was made by Mike Hill, seconded by Willie Campbell, to accept the SCHEDULE OF PROPERTY ADDED TO THE CARTER COUNTY TAX ROLLS FOR THE PERIOD OCTOBER 1, 2018 TROUGH MARCH 31, 2020. Recorded on pages 400-401

By majority voice vote, motion carried.

Motion was made by Travis Hill, seconded by Isaiah Grindstaff, to accept the SCHEDULE OF PROPERTY DELETED TO THE CARTER COUNTY TAX ROLLS FOR THE PERIOD OCTOBER 1, 2018 THROUGH MARCH 31, 2020. Recorded on pages 402-403

By majority voice vote, motion carried.

9. RESOLUTION:

- A. "A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF A LITTER AND TRASH COLLECTING GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CARTER COUNTY LITTER GRANT PROGRAM FOR THE FISCAL YEAR 2020-2021."
- B. "A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE GRANT CONTRACT FOR LOCAL HEALTH SERVICES BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY FOR FISCAL YEAR 2020-2021."
- C. "A RESOLUTION TO REQUEST THE UNCLAIMED BALANCE OF ALL ACCOUNTS REMITTED TO THE STATE TREASURER UNDER THE UNCLAIMED PROPERTY ACT."
- D. "A RESOLUTION AUTHORIZING COUNTY COMMISSIONERS TO PURCHASE INSURANCE COVERAGE UNDER THE COUNTY INSURANCE COVERAGE UNDER THE COUNTY INSURANCE PLAN(S)."

The Resolutions were presented along with a brief description by the County Attorney for consideration.

RESOLUTION A.

Motion was made by Ross Garland, seconded by Aaron Frazier, to accept as presented RESOLUTION A. No. 763. Recorded on pages 405-406

By majority voice vote, motion carried.

RESOLUTION B.

Motion was made by Mike Hill, seconded by Willie Campbell, to accept as presented RESOLUTION B. No. 764. Recorded on pages 407-448

By majority voice vote, motion carried.

RESOLUTION C.

Motion was made by Mike Hill, seconded by Gary Bailey, to accept as presented RESOLUTION C. No. 765. Recorded on pages 449-450

By majority voice vote, motion carried.

RESOLUTION D.

County Attorney Joshua Hardin presented a brief description of Resolution D. He noted in item 4, suggesting a change in wording as follows by deleting "serving a full" and change it to read "serving an elected or appointed."

This would correct item 4 to read: Commissioners who retire, or are not re-elected after serving an elected or appointed term on the commission, may retain any insurance coverage they obtained while serving if they continue to pay 100% of the premium.

Motion was made by Mike Hill, seconded by Robert Acuff, to accept with changes as presented, RESOLUTION D. No. 766. Recorded on pages 451-452

By majority voice vote, motion carried.

**10. Consideration of 2020 Forensic Services Agreement with ETSU**

County Attorney Joshua Hardin presented a brief description and presented the same for recommendation.

Motion was made by Jerry Proffitt, seconded by Willie Campbell, to approve and accept the agreement as presented. Recorded on pages 453-453

By majority voice vote, motion carried. Commissioner Robert Acuff abstained.

**RECESS**

Chairman Lyons called for a ten (10) minute recess. Following the recess, the meeting was called back to order and resumed (via ZOOM as previously stated).

**11. Mayoral Report – Mayor Rusty Barnett**

Mayor Rusty Barnett present the following updates and reports.

Courthouse opened to the public today, May18th.

The opening went fine. However, Mary Gouge County Clerk's office was "slammed"

Thank-you was extended to everyone working during the time of this COVID-19

Paving has begun at the Workforce Development parking area

Lights were installed at the jail last week

Work is progressing at the Gap Creek Park

The bridge at the Gap Creek Park should be coming mid-June

EMA office working with TEMA/FEMA requesting funding. Paperwork still being filed.

Commissioner Mike Hill requested information on the current COVID-19 cases in Carter County. Mayor Barnett replied Carter County had four (4) at this time.

**12. Committee Reports**

Budget-Chairman Ross Garland presented the following recommendations.

Motion was made by Ross Garland, seconded by Mark Tester, to approve Amendment #1, to the Health Services Agreement for inmate healthcare – annual increase of \$20,884.62 for 2020-2021. Recorded on page(s) 459-460

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKinney, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

Receiving twenty-three (23) ayes, zero (0) nays, zero (0) absent, motion carried.

**Motion** was made by Ross Garland, seconded by Travis Hill, to approve the amended contract with the Tennessee Department of Corrections for housing state inmates – contract extended for two additional years through June 2022. Recorded on page(s) 461-462

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKinney, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

Receiving twenty-three (23) ayes, zero (0) nays, zero (0) absent, motion carried.

**Motion** was made by Ross Garland, seconded by Mike Hill, to approve General Fund #101 budget amendment #9 (items 1-29) for a total of \$378,498.81 with \$195,488.13 coming from fund balance and \$68,767.53 coming from unassigned fund balance for additional medical insurance premiums, contributions to additional employee HSAs, coroner, communications, increase in county's share of Ag Extension salaries and benefits, and additional pauper burials. Recorded on page(s) 464-467

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKinney, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

Receiving twenty-three (23) ayes, zero (0) Nays, zero (0) absent, motion carried.

**Motion** was made by Ross Garland, seconded by Sonja Culler, to approve Solid Waste/Sanitation Fund #116 Amendment #8 (items 1-4) for a total of \$185,850.28 with \$117,925.19 coming from fund balance for landfill costs and additional disposal fees. Recorded on page(s) 468

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKinney, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion was made by Ross Garland, seconded by Mike Hill, to approve Sports and Recreation Fund #123 Amendment #8 (item 1) for a total of \$25,000.00 with nothing coming from fund balance.**

Recorded on pages(s) 469

Roll Call Vote as follows:

Ayes: Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (21 Ayes)

Nays: Mark Blevins and Gary Bailey. (2 Nays)

Absent: None

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

Receiving twenty-one (21) ayes, two (2) nays, and zero (0) absent, **motion carried.**

**Motion was made by Ross Garland, seconded by Austin Jaynes, to approve Highway/Public Works Fund #131 Amendment #9 (items 1-4) for a total of \$828,118.83 with nothing coming from Highway Fund unassigned fund balance.**

Recorded on page(s) 469

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

**Motion was made by Ross Garland, seconded by Austin Jaynes, to approve General Purpose School Fund #141 Amendment #9 (items 1-21) for a total of \$465,451.87 (per minutes is \$471,421.87 – item 5 which was previously \$9,200 was zeroed out as reported during the budget meeting); with \$75,465.90 coming from GPS Fund Balance for COVID-19 equipment and principal bonuses (bonuses reversed in amendment #11). Recorded on page(s) 470-472**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion was made by Ross Garland, seconded by Mark Blevins, to approve School Federal Projects Fund #142 Amendment #5 (items 1-4) for a total of \$118,663.13 with nothing coming from fund balance. Recorded on page(s) 473**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion was made by Ross Garland, seconded by Gary Bailey, to approve Central Cafeteria Fund #143 Amendment #6 (item 1-4) for a total of \$136,526.75 with \$117,925.54 coming for fund balance for wage increase previously approved and retiree medical insurance premiums. Recorded on page(s) 474**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion was made by Ross Garland, seconded by Austin Jaynes, to approve Head Start Fund #145 Amendment #3 (item 1) for a total of \$95,603.85 with \$28,889.66 coming from Head Start fund balance for decrease in estimated revenue. Recorded on page(s) 475**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins,

Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**(CLERKS NOTE: THE FOLLOWING ITEMS WERE PRESENTED IN THE MINUTES FOR THE BUDGET COMMITTEE MEETING HELD MAY 11, 2020)**

**Motion** was made by Ross Garland, seconded by Mike Hill, to declare items from the Sheriff's Department as surplus. Items listed on page(s) 476-478

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion** was made by Ross Garland, seconded by Isaiah Grindstaff, to approve the Amendment (decrease of \$131,947.99) to the Contract of Obligation in Lieu of Performance Bond for the sanitary landfill. Amended contract will be \$1,638,085.99. Recorded on page(s) 479-485

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion** was made by Ross Garland, seconded by Mike Hill, to approve General Fund #101 budget amendment #10 (items 1-17) for a total of \$113,666.25 with \$26,962.23 coming from balance and \$157.76 from unassigned fund balance for a property tax refund. Recorded on page(s) 486-487

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion** was made by Ross Garland, seconded by Austin Jaynes, to approve **General Fund #101 budget amendment #10A (items 1-2) for a total of \$3,650.56 with nothing coming from fund balance.** Recorded on page(s) 488

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion** was made by Ross Garland, seconded by Travis Hill, to approve **General Fund #101 b budget amendment #101 budget amendment #10B (item 1) for a total of \$1,503.44 w with nothing coming from fund balance.** Recorded on page(s) 488

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

**Motion** was made by Ross Garland, seconded by Sonja Culler, to approve **Solid Waste/Sanitation Fund #116 Amendment #9 (items 1-2) for a total of A \$10,000 with nothing coming from fund balance.** Recorded on page(s) 488

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent motion carried.

Clerks Note: Charles VonCannon had difficulty connecting electronically and the vote made by him was inaudible.

Motion was made by Ross Garland, seconded by Mike Hill, to approve Sports and Recreation Fund #123 Amendment #6 (item 1) for a total of \$25,000 with \$25,000 coming from Fund balance for the Gap Creek Park Project. Recorded on page(s) 489

Roll Call Vote as follows:

Ayes: Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Jerry Proffitt, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (22 Ayes)

Nays: Mark Blevins and Gary Bailey (2 Nays)

Absent: None (0 Absent)

Receiving twenty-two (22) ayes, two (2) nays, and zero (0) absent, motion carried.

Motion was made by Ross Garland, seconded by Jerry Proffitt, to approve Highway/Public Works Fund #131 Amendment #10 (item 1) for a total of \$3,000 with nothing coming From Highway Fund balance. Recorded on page(s) 489

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (24 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-four (24) ayes, zero (0) nays, and zero (0) absent, motion carried.

Motion was made by Ross Garland, seconded by Layla Ward, to approve General Purpose School Fund #141 Amendment #10 (items 1-4) for a total of \$63,813.30 with nothing coming from GPS Fund. Recorded on page(s) 490

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (24 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-four (24) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

**Motion was made by Ross Garland, seconded by Mark Blevins, to approve General Purpose School Fund #141 Amendment #11 (item 1-3) for a total of \$86,277.21 with a net of \$34,762.10 going back into GPS Fund Balance. Recorded on page(s) 491**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (24 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-four (24) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

**Motion was made by Ross Garland, seconded by Aaron Frazier, to approve the monetary donations made to the Animal Shelter (\$2,363.00).**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (24 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-four (24) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

**Motion was made by Ross Garland, seconded by Isaiah Grindstaff, to appropriate \$3,250.00 from the Courthouse and Jail Maintenance Reserve (account #34525-02) to replace to replace the boiler in the courthouse (account #51800-799).**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (24 Ayes)

Nays: None (0 Nays)  
Absent: None (0 Absent)

Receiving twenty-four (24) ayes, zero (0) nays, and zero (0) absent, **motion carried.**

**Motion was made by Ross Garland, seconded by Travis Hill, to appropriate \$25,000.00 from Capital Project Reserve (account #34585-001) for the EMS substation project on the Sluder property (#51800-799-120).**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins and David Miller. (24 Ayes)

Nays: None (0 Nays)

Absent: None (0 Absent)

Receiving twenty-four (24) ayes, zero (0) nays, and zero (0) absent, motion carried.

**Motion was made by Ross Garland, seconded by Austin Jaynes, to appropriate \$5,000.00 from General Fund Unassigned Fund Balance (#3900) to purchase disinfectants, chemicals, and paper products for the courthouse/buildings (#51800-410-888).**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Ray Lyons, Aaron Frazier, Robin McKamey, Kelly Collins, and David Miller. (23 Ayes)

Nays: None (0 Nays)

Absent: None (0 Nays)

Clerks Note: Charles VonCannon had difficulty connecting electronically and his vote was inaudible.

Receiving twenty-three (23) ayes, zero (0) nays, and zero (0) absent, motion carried.

It was reported during this time the insurance premium for 2020-2021 would not be increasing.

#### Recess

Chairman Lyons called for a ten (10) minute recess. Following the recess, the meeting was called back to order by Chairman Lyons (via ZOOM as previously stated).

Building & Grounds – Chairman, Austin Jaynes presented the following report.

The Emergency Operations Center (EOC) is doing “really well.”  
Still working to solve some “kinks” in the Courthouse Security Project.

Chairman Jaynes spoke concerning TDOT stipulations for acceptance of the twenty-six (26) acres of property, near the Power Branch area for a purpose ballpark.

Chairman Jaynes recognized Linda Whitehead, a realtor and owner of the adjoining property, which spoke concerning the property and its use. She stated that the need for homes for potential buyers in Carter County was great and this property could be used to Build 35-40 homes.

Ray Lyons, Commission Chairman requested that more information at the June Commission.

**Motion was made by Austin Jaynes, seconded by Travis Hill, to have County Attorney, Joshua Hardin research the use and stipulations concerning the property before being presented for consideration.**

Following discussion, the motion was rescinded/withdrawn.

**Health & Welfare** – Chairman, Robert Acuff had no recommendation to present.

**Beer Board** – Chairman, Mike Hill reported that a Beverage Board Permit had been approved for the new owner of Captain Jack's Gas Station located in the Hampton area.

**Nominating** – Patty Woodby, Chairwoman presented the following recommendation. Motion was made by Patty Woodby, seconded by Willie Campbell, to accept and confirm, Beverly Joyce Matherly, to the Equalization Board (Term Expiring May 2022) (TCA 6-1-401).

By majority voice vote, motion carried.

Chairwoman Woodby spoke concerning a discrepancy regarding a Planning Board member term of expiration. Following discussion, the following motion was presented.

Motion was made by Patty Woodby, seconded by Gary Bailey, to advertise the position for Planning Commission District 6 with the advertising being made by Chris Schuettler, Director of Planning and Zoning.

By majority voice vote, motion carried.

Chairwoman Woodby requested a copy of the advertisement be sent to her via email.

**Financial Management** – Chairman Bradley Johnson spoke concerning the effects that has occurred due to COVID-19 regarding the county's wage determination contract. The study has been placed on hold until travel is allowed.

**Agriculture** – Travis Hill-Liaison, and Commissioners Robert Acuff and Mark Tester presented a brief report. The need was stressed concerning a great need for USDA inspectors and certification classes. It was noted that classes at Unaka High School currently involve a meat cutting program. The possibilities for new opportunities are being researched in the area for inspectors.

Chairman Ray Lyons, announced that due to health reasons he would absent during the June Commission meeting and Vice-Chairman, Patty Woodby would be assuming the Chair for that meeting. Chairman Lyons extended a thank-you to those helping him as Commission Chairman.

County Attorney, Joshua Hardin and Ray Lyons, Commission Chairman requested if there were any questions or concerns regarding actions taken during tonight's meeting. None were voiced.

County Attorney, Joshua Hardin extended thanks to all in the re-appointment of County Attorney and having confidence in him.

**County Attorney Report – Joshua Hardin** – April/May 2020 report entered in the minutes on page 398

Motion was made by Bradley Johnson seconded by Robert Acuff, to hold a Special Called Budget Workshop, after the Budget Committee has made recommendations for the 2020-2021 Budget Year. The meeting is to be advertised and the purpose of this meeting is to review the 2020-2021 budget prior to the final vote. This meeting will be a paid meeting (funds coming from Commission Budget), for the Commissioners attending.

By majority voice vote, motion carried.

Motion to adjourn was made by Willie Campbell, seconded by Patty Woodby. By majority voice vote, motion carried.

Commissioner Campbell stood and requested that he be allowed to close the meeting with prayer.

Meeting ended at 8:45 PM

COUNTY ATTORNEY REPORT  
APRIL/MAY 2020

General Litigation update:

1. Carter County v. Wilson (litter violation) Carter County Chancery Court– compliance obtained and case resolved by Agreed Order.
2. Staubus, et al. v. Purdue Pharma, et al (Sullivan Co. Chancery Court- opioid litigation) - continued assistance and coordination with counsel to complete required discovery.

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Mayor's Office - Extensive research and assistance regarding COVID-19 and emergency powers; Draft/Edit of Executive Orders and safer at home directives; Review of ETSU Forensic Services Agreement.
3. Sheriff's Office – Coordinate with Sheriff, insurance carrier and private attorney to resolve threatened litigation by former inmate.
4. County Commission – Extensive research and assistance regarding electronic meetings, draft of notices, etc. re: COVID-19 pandemic.
5. County officials – Research, meetings with various officials and assist with employment law issues and implementation of officeholder policies for operations during COVID-19 pandemic.
6. Highway Committee – Title research regarding closure of alley near Admiral Avenue.
7. Highway Department – Draft of 4 ROW Deeds for Hodge Branch Road Bridge project; Finalize acquisition of ROWs and record all documentation.
8. Beer Board – Assist with meeting notice, review of applicant materials and attend meeting.
9. Animal Shelter Board – Extensive research and re-draft of proposed animal control regulations.
10. Nominating Committee – Research regarding planning commission appointments and attend meeting.
11. Parks and Recreation Committee – Research and assist with potential land acquisition for future park.
12. Finance Department – Assist with shooting range insurance issue; Review of RFP for Financial Advisor services; Research and assist with employment law issues.
13. Health and Welfare Committee- Review of application materials and draft Resolution for Litter Grant; Research and draft Resolution re: Commissioner Insurance; Draft Resolution to authorize acceptance of Health Department Grant Contract; Attend committee meeting via zoom; Research and assist with Tobacco policy discussion.
14. Health Department – Review of Health Department Grant Contract.
15. Budget Committee – Attend multiple meetings; Draft of Unclaimed Funds Resolution and work with Finance Director to acquire associated materials.
16. Buildings and Grounds Committee - Attended Committee meeting; Research, contract review and attend meeting with architect re: Courthouse Security Project.

AGENDA  
Board of County Commissioners  
Carter County, Tennessee  
REGULAR SESSION  
Monday, May 18, 2020 at 6:00 PM

\*\*Conducted electronically with live public access for the protection of the health, safety and welfare of the public due to the ongoing COVID-19 pandemic\*\*

1. Call to Order
2. Roll Call- **County Clerk**
3. Approval of Agenda
4. Acceptance of Meeting Minutes from March meeting
5. Approval of Notaries & Bonds
6. Election of County Attorney
7. Election of Constable for 7<sup>th</sup> District vacancy
8. Additions and Deletions from Tax Rolls- County Trustee
9. Resolutions:
  - A. "A Resolution Authorizing Submission of an Application and Acceptance of a Litter and Trash Collecting Grant From the State of Tennessee Department of Transportation For the Carter County Litter Grant Program for Fiscal Year 2020-2021."
  - B. "A Resolution Authorizing the County Mayor to Execute the Grant Contract for Local Health Services between the State of Tennessee Department of Health and Carter County for Fiscal Year 2020-2021."
  - C. "A Resolution to Request the Unclaimed Balance of All Accounts Remitted to the State Treasurer Under the Unclaimed Property Act."
  - D. "A Resolution Authorizing County Commissioners to Purchase Insurance Coverage Under the County Insurance Plan(s)."
10. Consideration of 2020-2021 Forensic Services Agreement with ETSU
11. Mayoral Report – **Mayor Rusty Barnett**
12. Committee Reports
13. County Attorney Report
14. Commissioner Comments
15. Adjourn

Randal Lewis  
Trustee



801 Elk Avenue  
(423) 542-1811  
FAX: (423) 547-1511

CARTER COUNTY  
STATE OF TENNESSEE  
ELIZABETHTON

TO THE HONORABLE COUNTY COURT OF CARTER COUNTY, TENNESSEE SUBMITTED HERewith  
IS A SCHEDULE OF PROPERTY ADDED TO THE TAX ROLLS FOR THE PERIOD OCTOBER 1, 2018  
THROUGH MARCH 31, 2020.

NAME	VALUE	TAX
AYM, Inc.		
Barker, Terry E	131,614.00	\$3,251.00
Bennett, L. B.	3 Year Rollback	\$48.00
Blackwell, Patsy & Coburn	69,025.00	\$1,705.00
Blankenship, Cecil Nelson	3 Year Rollback	\$345.00
BWI ETN LLC DBA	3 Year Rollback	\$98.00
C & S Kohl, LLC	40,447.00	\$1,000.00
Cable, Gaither	12,400.00	\$306.00
Campbell, Terri R.	3 Year Rollback	\$120.00
Cole, Reece & ETAL	3 Year Rollback	\$2,400.00
Cornett, Lois	3 Year Rollback	\$24.00
DeYoung, Elizabeth	3 Year Rollback	\$1,733.00
Dish Network LLC	3 Year Rollback	\$379.00
Edwards, Eula L.	21,261.00	\$525.00
Ellis, J. B.	3 Year Rollback	\$155.00
Garland, William D	3 Year Rollback	\$100.00
Grindstaff, Carrell	3 Year Rollback	\$794.00
Grindstaff, Virginia	3 Year Rollback	\$129.00
Hayes, Jimmy	3 Year Rollback	\$57.00
Hill, Sandra	4,175.00	\$103.00
Holly, Gloria	3 Year Rollback	\$76.00
Holly, Gloria	3 Year Rollback	\$196.00
Holtsclaw, Willie	3 Year Rollback	\$626.00
Hyder, Steven	3 Year Rollback	\$379.00
Jones, Helen	3 Year Rollback	\$71.00
Jones, Phillip	3 Year Rollback	\$58.00
Leonard, Millard	3 Year Rollback	\$1,742.00
Lohr, Billy R	3 Year Rollback	\$333.00
Lohr, Billy R	3 Year Rollback	\$142.00
McCoury, Todd	3 Year Rollback	\$514.00
McKinney, Larry	3 Year Rollback	\$1,359.00
Meyer, Frances	3 Year Rollback	\$1,338.00
Miller, Danny	3 Year Rollback	\$987.00
Miller, Shirley	3 Year Rollback	\$201.00
Miller, Shirley A ETAL	3 Year Rollback	\$1,055.00
Mills Family Farm	1,775.00	\$44.00
Moss, Jason	3 Year Rollback	\$75.00
		\$912.00

Nave, Charles	3 Year Rollback		\$17.00
Pierce, Carolyn	3 Year Rollback		\$120.00
Potter, Kelvin	3 Year Rollback		\$18.00
Price, Reda	3 Year Rollback		\$100.00
Randolph, John	3 Year Rollback		\$416.00
Rasnick, Eli	3 Year Rollback		\$634.00
Schultz, Wayne	3 Year Rollback		\$120.00
Scott, Roy & Doris	3 Year Rollback	4,840.00	\$363.00
Shell Creek General Store	3 Year Rollback		\$9.00
Shell, Larry G & Rebecca	3 Year Rollback	355.00	\$1,709.00
Shepard, Allen	3 Year Rollback		\$76.00
Simerly, L D	3 Year Rollback		\$6.00
Sluder, Charles	3 Year Rollback		\$22.00
Smith, Teresa & Lanny	3 Year Rollback		\$3,245.00
Snap-On Tools Manufacturing Co	3 Year Rollback		\$418.00
Southern Appalachian	3 Year Rollback	16,943.00	\$1,492.00
Southern Appalachian	3 Year Rollback		\$435.00
Stevenson, Joyce	3 Year Rollback		\$999.00
Street, Lula	3 Year Rollback		\$479.00
Street, Nicholas T & Bethany	3 Year Rollback		\$838.00
Summers Taylor, Inc.	3 Year Rollback	14,953.00	\$369.00
Sutton, Barry	3 Year Rollback		\$199.00
Sutton, Barry	3 Year Rollback		\$199.00
Taylor, Jerry	3 Year Rollback		\$329.00
Treadway, Benjamin	3 Year Rollback		\$671.00
Truedge Lawn Care	3 Year Rollback		\$94.00
Turbyfield, James & ETAL	3 Year Rollback	3,798.00	\$325.00
Turbyfield, James ETAL	3 Year Rollback		\$325.00
Wal-Mart Stores	3 Year Rollback	36,167.00	\$893.00
Walsb, Lisa	3 Year Rollback		\$68.00
Wheels, LT	3 Year Rollback	6,653.00	\$164.00
Whitehead, Louise	3 Year Rollback		\$941.00
Whitehead, Preston M	3 Year Rollback		\$144.00
Whitehead, Preston Michael	3 Year Rollback		\$2,199.00
Whitehead, Robert	3 Year Rollback		\$7.00
Williams, Kyle & Edith	3 Year Rollback		\$763.00

364,406.00

42,586.00

Randal Lewis  
Trustee



801 Elk Aven  
(423) 542-18  
FAX: (423) 547-15

CARTER COUNTY  
STATE OF TENNESSEE  
ELIZABETHTON

TO THE HONORABLE COUNTY COURT OF CARTER COUNTY, TENNESSEE SUBMITTED HERewith  
IS A SCHEDULE OF PROPERTY DELETED FROM THE TAX ROLLS FOR THE PERIOD OCTOBER 1, 2018  
TO MARCH 31, 2020.

NAME	VALUE	TAX AMOUNT
A New You Weight Loss Clinic	(397.00)	\$10.00
Accurate Carpentry	(345.00)	\$9.00
American K-9	(300.00)	\$7.00
Arnold, Lee Patton	(3,775.00)	\$93.00
AYM, INC	(97,729.00)	\$2,414.00
Bennett, L B	(17,256.00)	\$426.00
Birchfield Roofing Cons.	(345.00)	\$9.00
BKV Bread Inc.	(1,548.00)	\$38.00
Blind Raven Photography	(345.00)	\$9.00
Bo's Lawncare	(1,543.00)	\$38.00
Broad Street Volco	(587.00)	\$15.00
Build A Better World Construction	(397.00)	\$10.00
C & M Mobile Homes	(2,021.00)	\$50.00
Cable, James D	(14,950.00)	\$369.00
Carter County Bank	(10,725.00)	\$265.00
Central Transport	(1,035.00)	\$26.00
Chad's Garage	(345.00)	\$9.00
Chemical Technologies	(65,892.00)	\$1,628.00
Chizman's Carving	(473.00)	\$12.00
Christenberry, Dexter	(3,300.00)	\$82.00
Christenberry, Dexter Jr.	(7,300.00)	\$180.00
Church Wes Excavating	(38,263.00)	\$945.00
Cifers Backhoe Service	(5,111.00)	\$126.00
Clawson Heirs	(1,350.00)	\$33.00
Clint's Lawn & Landscape	(2,288.00)	\$57.00
Collins Upholstery	(345.00)	\$9.00
Colonial Machinery Sales	(748.00)	\$19.00
Covered Bridge Café	(952.00)	\$24.00
Cripple Creek Auto Salvage	(843.00)	\$21.00
D & H Carpentry	(397.00)	\$10.00
Davis, Vincent B	(51,160.00)	\$1,264.00
Derrick's Chimney Service	(280.00)	\$7.00
Dobes, James	(5,125.00)	\$127.00
Droopy's Auto Repair	(509.00)	\$13.00
East Tennessee Flowers & Vines	(746.00)	\$18.00

Ellis D & Sons Insulation		
Ellis, Connie A	(345.00)	\$9.00
Estep, Harold	(6,500.00)	\$161.00
Forsythe, Diane	(525.00)	\$13.00
Fuller, Jeffrey	(1,000.00)	\$24.00
Grady's Auto Sales	(300.00)	\$7.00
Grandma Bessie's Custom Threadz	(280.00)	\$7.00
Greer, Pauline B	(3,719.00)	\$92.00
Grindstaff, Derick	(600.00)	\$15.00
Guinn, Ricky	(5,950.00)	\$147.00
Harrison, Andrew Cox	(2,400.00)	\$59.00
Hayes, Jimmy	(16,140.00)	\$399.00
Hazelwood, Michael D	(700.00)	\$17.00
Healthsource of Tri Cities	(10,375.00)	\$257.00
Hedges Heating & Air	(1,949.00)	\$48.00
Henegar, Steven	(17,765.00)	\$439.00
Highland Clinic	(1,500.00)	\$37.00
Hillside Residential	(2,756.00)	\$68.00
Holly & Holly PLLC	(950.00)	\$23.00
Home Remedies	(971.00)	\$24.00
House Heroes	(345.00)	\$9.00
Hynessite Entertainment	(397.00)	\$10.00
IAMB, Inc	(345.00)	\$9.00
International Radio LLC	(69,025.00)	\$1,705.00
Isaacs, Kathy	(416.00)	\$10.00
Isaacs, William D	(1,175.00)	\$29.00
Isaiah 117 House	(10,080.00)	\$249.00
J & J Upholstery	(14,475.00)	\$358.00
J & S Construction	(437.00)	\$11.00
J C Tires LLC	(2,098.00)	\$52.00
J J Recovery & Repo Services	(768.00)	\$19.00
Jerry's Auto Sales	(345.00)	\$9.00
Jester, Brenda A	(679.00)	\$17.00
Jim's Yard & Home Work	(6,175.00)	\$153.00
Johnson VA Colorfaux Works	(277.00)	\$7.00
Johnson, Keith	(675.00)	\$17.00
Keller, Clarence & Dorothy	(17,200.00)	\$425.00
Keller, Dorothy K	(7,650.00)	\$189.00
Knaack, Joseph	(5,450.00)	\$135.00
Kohl, Christopher	(2,125.00)	\$52.00
Lawson Connie L/E	(28,280.00)	\$699.00
Lewis, Eugene	(32,800.00)	\$810.00
Liberty Tax Service	(700.00)	\$17.00
Lonesome Dove Christian GP	(280.00)	\$7.00
Lynnridge II, LP	(10,900.00)	\$269.00
Lynnwood II, LP	(145,240.00)	\$3,587.00
M Nails	(145,800.00)	\$3,601.00
Marholin, Carl D	(1,268.00)	\$32.00
Marr, Rebecca Photography	(11,525.00)	\$285.00
McCoy's LLC	(600.00)	\$15.00
McInturff, Deanna	(1,161.00)	\$29.00
Mike's Garage	(600.00)	\$15.00
	(1,296.00)	\$32.00

Miller, Estill DDS		
Miller, Shirley A ETAL	(2,090.00)	\$52.00
Miller, Shirley A ETAL	(1,775.00)	\$44.00
Mimstar	(925.00)	\$23.00
MJP Paper Shredding	(482.00)	\$12.00
Mustard Frank H.	(1,035.00)	\$26.00
New Liberty Free Will Baptist Church	(2,175.00)	\$54.00
Norwood Odd Jobs	(16,800.00)	\$415.00
Olson, Arthur H	(345.00)	\$9.00
P & W Muffler Shop	(1,225.00)	\$30.00
Peoples Landscaping	(971.00)	\$24.00
Perkins, Jack	(7,633.00)	\$188.00
Perkins, John R	(1,250.00)	\$31.00
Pickers Antique Mall	(3,500.00)	\$86.00
Proffitt, Helen	(397.00)	\$10.00
S & J Construction	(50.00)	\$1.00
Sadys Gonzales Custom Carpentry	(300.00)	\$7.00
Sassy Southern Belle's Boutique	(345.00)	\$9.00
SLS Grooming	(280.00)	\$7.00
Southall, Fonda L	(345.00)	\$9.00
Southern Appalachian Highlands Cons.	(3,360.00)	\$83.00
Southern Appalachian Highlands Cons.	(5,200.00)	\$129.00
Stoltzfus Home Specialities	(1,550.00)	\$38.00
Stoney Creek Collision	(397.00)	\$10.00
Stout, Greg	(563.00)	\$14.00
Stout, Sharon	(2,275.00)	\$56.00
Street, Robert L	(3,050.00)	\$75.00
Stumpy's Tree Service	(16,850.00)	\$416.00
Sugar Love	(437.00)	\$11.00
Sun Loan Company	(397.00)	\$10.00
Sutton, Barry	(1,650.00)	\$41.00
SycamoreGardens Landscaping Service	Correct Rollback	\$199.00
Taylor Stone Masonry	(3,450.00)	\$85.00
The Final Stitch	(397.00)	\$10.00
The Tattoo Den Studio	(300.00)	\$7.00
The Warranty Plus	(345.00)	\$9.00
Thomason, Richard	(428.00)	\$11.00
Tomali Aviation	(16,825.00)	\$416.00
Trophy Water Guide Service	(5,865.00)	\$145.00
Turbyfield, James ETAL	(6,873.00)	\$170.00
Vaughn's Landscaping	Correct Rollback	\$325.00
Wade, Gary E	(280.00)	\$7.00
Wargofcak, Lou Ann	(4,200.00)	\$104.00
White, William	(2,375.00)	\$59.00
Whiteway Grill	(75.00)	\$2.00
	(510.00)	\$13.00

(1,053,612.00)

\$ 26,563.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 18, 2020

RESOLUTION NO. 763

"A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF A LITTER AND TRASH COLLECTING GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CARTER COUNTY LITTER GRANT PROGRAM FOR FISCAL YEAR 2020 - 2021"

WHEREAS, Carter County has participated in a Litter Grant Program funded through the State of Tennessee Department of Transportation for several years; and

WHEREAS, the County intends to submit an application for fiscal year 2020-2021 for continued participation the Tennessee Department of Transportation Litter and Trash Collection Grant Program; and

WHEREAS, said Grant requires a contract for the fiscal year 2020-2021 which will impose certain legal and contractual obligations upon Carter County as in previous years, and acceptance requires the approval of the Board of County Commissioners for Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the Monday May 18, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, as follows:

SECTION 1. The Board of County Commissioners for Carter County, Tennessee hereby authorizes the Carter County Mayor, Russell Barnett, to submit an application on behalf of Carter County for the Litter Grant Program for fiscal year 2020-2021 to the State of Tennessee Department of Transportation.

SECTION 2. That should said application be approved by the State of Tennessee Department of Transportation, then the Board of County Commissioners for Carter County hereby authorizes the Carter County Mayor, Russell Barnett, to execute the contract and any other necessary documents which may be required to signify acceptance of the Litter Grant by Carter County.

SECTION 3. All Resolutions in conflict herewith shall be and the same are hereby rescinded insofar as such conflict exists.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

Reviewed and approved by the Health & Welfare Committee on May 5, 2020.

  
Committee Chairperson

Adopted this 18<sup>th</sup> day of May, 2020.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:

  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

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

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES  
\_\_\_\_\_ NO VOTES  
\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

Mary Gouge  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 18, 2020

RESOLUTION NO. 764

"A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE GRANT CONTRACT FOR LOCAL HEALTH SERVICES BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND CARTER COUNTY FOR FISCAL YEAR 2020-2021."

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

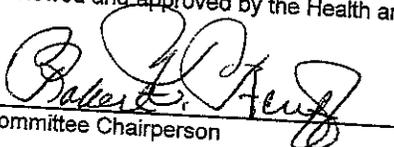
WHEREAS, it is in the best interest of the citizens of Carter County to enter into said contractual agreement with the state as it will ensure that needed rural local health services will continue to be provided in Carter County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 18<sup>th</sup> day of May, 2020, 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.

Reviewed and approved by the Health and Welfare Committee on May 5, 2020.

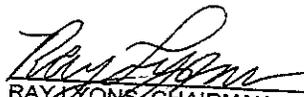
A   
Committee Chairperson

Adopted this 18<sup>th</sup> day of May, 2020.

APPROVED:

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

By:

  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

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

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES  
\_\_\_\_\_ NO VOTES  
\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

Mary Gouge  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2020	<b>End Date</b> June 30, 2021	<b>Agency Tracking #</b> 34360-15821	<b>Edison ID</b>
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<b>Grantee Legal Entity Name</b> Carter County Government	<b>Edison Vendor ID</b> 18
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<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>CFDA #</b>	<b>Grantee's fiscal year end</b> June 30
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**Service Caption (one line only)**  
Local Health Services

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$305,864.00	\$158,161.00	\$126,563.00		\$590,588.00
<b>TOTAL:</b>	<b>\$305,864.00</b>	<b>\$158,161.00</b>	<b>\$126,563.00</b>		<b>\$590,588.00</b>

**Grantee Selection Process Summary**

Competitive Selection

Non-competitive Selection      All 89 counties are funded

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

*Eric Buchholz*

CPO USE - GG

<b>Speed Chart (optional)</b> HL00000105	<b>Account Code (optional)</b> 71301000
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**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 Grantee 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 Spécial Services, a program of the Maternal and Child Health Block Grant.
- c. EP - The Emergency Preparedness program, which includes 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
Women, Infant, and Children (WIC) Services – Special Supplemental Nutrition Program	10.557

- b. The above services shall be performed according to the service descriptions in the "Catalog of Local Rural Health Services for the Division of Health Community Services" that provides a description of the above services.
- The Grantee may request a copy from the State, and 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 Contract are on duty during the State's regularly scheduled business hours (8:00 a.m. to 4:30 p.m. Central Time). 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?id=%20>) 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.
- A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the audit report and Notice of Audit Report Attachment.
- B. TERM OF CONTRACT:**
- This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on June 30, 2021, ("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 Five Hundred Ninety Thousand Five Hundred Eighty Eight Dollars (\$590,588.00) ("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(Attachment 2) prior to any reimbursement of allowable costs.
  - C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
  - C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Community Health Services  
 Jenny Crane, Contract Manager  
[chs.admin@tn.gov](mailto:chs.admin@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 sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.(Attachment 3).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, 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:

Rusty Barnett, County Mayor  
 Carter County Government  
 801 Elk Avenue

Elizabethton, TN 37643-4574  
 mayor@cartercountyttn.gov  
 (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. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an Attachment 4 to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 5 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 5 Notice of Audit Report shall complete Attachment 6, the Parent Child Information document. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.
- All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.
- The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

IN WITNESS WHEREOF,

CARTER COUNTY GOVERNMENT:

\_\_\_\_\_  
GRANTEE SIGNATURE DATE  
RUSTY BARNETT, COUNTY MAYOR  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER DATE

CARTER COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2020, and ending June 30, 2021.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>			
		\$353,210.00	\$0.00	\$353,210.00
2	Benefits & Taxes			
		\$211,926.00	\$0.00	\$211,926.00
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			
		\$16,152.00	\$0.00	\$16,152.00
16	Specific Assistance To Individuals <sup>2</sup>			
		\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>			
		\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>			
		\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>			
		\$0.00	\$0.00	\$0.00
22	Indirect Cost			
		\$0.00	\$0.00	\$0.00
24	In-Kind Expense			
		\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$590,588.00	\$0.00	\$590,588.00

<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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT 1 (continued)  
GRANT BUDGET LINE-ITEM DETAIL  
(BUDGET PAGE 2)

SALARIES		AMOUNT
Sara Albritton, Dental Assistant 2	\$ 2,123.43 X 12 X 100%	\$25,481.16
Melinda Gouge, Registered Nurse 2	\$ 3,634.00 X 12 X 100%	\$42,408.00
Vacant, Dental Assistant 3 <sup>0</sup>	\$ 2,254.72 X 12 X 100%	\$27,056.64
Kathryn Hardin, PH Office Assistant	\$ 1,866.09 X 12 X 100%	\$23,233.08
Evelyn Huddleston, PH Office Assistant	\$ 1,874.00 X 12 X 100%	\$22,488.00
Rhonda McKinney, PH Office Assistant	\$ 1,880.10 X 12 X 100%	\$22,561.20
Emily Brooks, PH Educator 2	\$ 2,637.00 X 12 X 100%	\$31,644.00
Stephanie Fritis Rucker, Nutrition Educator	\$ 2,690.72 X 12 X 100%	\$31,088.64
Eunice Cash, BF Peer Counselor (Counseling Assistant)	\$ 1,792.28 X 12 X 100%	\$21,507.36
Anna Poston, Social Counselor 2	\$ 2,639.83 X 12 X 100%	\$31,668.36
Valerie Redd, Social Counselor 2	\$ 2,864.20 X 12 X 100%	\$34,370.40
Rebecca Salem, Nutrition Educator	\$ 2,590.72 X 12 X 100%	\$31,088.64
Placeholder for State/County approved salary increase (only to be used after an approved budget revision)		\$8,614.89
<b>TOTAL ROUNDED</b>		<b>\$353,210.00</b>

PROFESSIONAL FEES/ GRANT & AWARD	AMOUNT
Background check fees	\$100.00
<b>TOTAL</b>	<b>\$100.00</b>

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine travel	\$8,700.00
<b>TOTAL</b>	<b>\$8,700.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

**For ACCOUNTS MANAGEMENT OFFICE USE ONLY**

PO#	LINE#	RECEIPT #	TDDH AGENCY INVOICE #
EDISON CONTRACT #	EDISON ADDRESS LINE #		VOUCHER #
EDISON VENDOR #			

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE		INVOICE NUMBER
		INVOICE DATE
Edison Vendor #		INVOICE PERIOD
CONTRACTING STATE AGENCY		FROM
Tennessee Department of Health		TO
PROGRAM AREA		CONTRACT PERIOD
OCR CONTRACT NUMBER		FROM
		TO
		CONTACT PERSON/TELEPHONE NO

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B)	(C)	FOR CENTRAL OFFICE USE ONLY
		AMOUNT BILLED YTD	MONTHLY EXPENDITURES DUE	
		(MO./DAY/YR.)		
Balance				SPEEDCHART NUMBER:
Benefits				USERCODE:
Professional Fees/Grant & Award				PROJECT ID:
Supplies				AMOUNT:
Telephone				SPEEDCHART NUMBER:
Postage & Shipping				USERCODE:
Occupancy				PROJECT ID:
Equipment Rental & Maintenance				AMOUNT:
Printing & Publications				SPEEDCHART NUMBER:
Travel/Conferences & Meetings				USERCODE:
Interest				PROJECT ID:
Insurance				AMOUNT:
Specific Assistance to Individuals				SPEEDCHART NUMBER:
Depreciation				USERCODE:
Other Non Personnel				PROJECT ID:
Capital Purchase				AMOUNT:
Indirect Cost				
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00	

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

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

CONTRACTOR/SIGRANTEE'S AUTHORIZED SIGNATURE  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PROGRAM APPROVAL AUTHORIZED SIGNATURE  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RECOMMENDED FOR PAYMENT  
CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
ATTACHMENT: 2

**Instructions & Hints**

**Do not send a worksheet that is linked to another file**

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

**THE WORKSHEET IS NOT PROTECTED**

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

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

**ALLOCATION OF ADMINISTRATIVE COSTS**

Requires completion of all attached sheets

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

e-mail completed files to: [Policy3.AMO.Health@tn.gov](mailto:Policy3.AMO.Health@tn.gov)  
e-mail filing replaces mailing forms

**Mailing Address:**

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

Telephone: 615-832-3406

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

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

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

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

**Line 1 Salaries And Wages**

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

**Line 2 Employee Benefits & Payroll Taxes**

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

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

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

**Line 5 Supplies**

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

**Line 6 Telephone**

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

Attachment 3

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**Line 7 Postage And Shipping**

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

**Line 8 Occupancy**

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

**Line 9 Equipment Rental And Maintenance**

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

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

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

**Line 12 Conferences And Meetings**

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

**Line 13 Interest**

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

**Line 14 Insurance**

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

**Line 15 Grants And Awards**

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

**Line 16 Specific Assistance to Individuals**

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

**Line 17 Depreciation**

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

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

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

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

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

**Line 23 Total Direct And Administrative Expenses**

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

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**Line 24 In-Kind Expenses**

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

**Line 25 Total Expenses**

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

**PROGRAM REVENUE REPORT (PRR)**

**SCHEDULE B**

**SOURCES OF REVENUE**

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

**Reimbursable Program Funds**

**Line 31 Reimbursable Federal Program Funds**

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

**Line 32 Reimbursable State Program Funds**

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

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds**

**Line 34 Other Federal Funds**

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

**Line 35 Other State Funds**

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

**Line 36 Other Government Funds**

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

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

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

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

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

**Line 39 Program Income**

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

**Line 40 Other Matching Revenue**

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

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

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

**Line 43 Total Revenue**

Add lines 33, 41, and 42

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

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

Attachment 3

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

**Line 52 OTHER UNALLOWABLE EXPENSES:**

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

**Line 53 EXCESS ADMINISTRATION:**

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

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

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

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

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

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

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

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

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

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

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

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

### POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policy3b.html>

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

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

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

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

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

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

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

Attachment 3

Tennessee Department of Health  
Funding Information Summary

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

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

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

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

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

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

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

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

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

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

CONTRACTOR/GRAantee

CONTRACTING STATE AGENCY

FEDERAL ID #

REPORT PERIOD

Program #  
Contract Number  
Grant Period  
Program Name  
Service Name

Schedule A

EXPENSE BY OBJECT:

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

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE FEDERAL ID #

CONTRACTING STATE AGENCY REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

Item # SOURCES OF REVENUE

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
34	Matching Revenue Funds				
35	Other Federal Funds				
36	Other State Funds				
37	Other Government Funds				
38	Cash Contributions (non-government)				
39	In-Kind Contributions (equals line 24)				
40	Program Income				
41	Other Matching Revenue				
42	Total Matching Revenue Funds (lines 34 - 40)				
43	Other Program Funds				
44	Total Revenue (lines 33, 41, & 42)				

Reconciliation Between Total and Reimbursable Expenses

51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52, 53, 54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Schedule A Year-To-Date Information  
EXPENSE BY OBJECT:

- 1 Salaries and Wages
- 2 Employee Benefits & Payroll Taxes
- 3 Total Personnel Expenses
- 4 Professional Fees
- 5 Supplies
- 6 Telephone
- 7 Postage and Shipping
- 8 Occupancy
- 9 Equipment Rental and Maintenance
- 10 Printing and Publications
- 11 Travel
- 12 Conferences and Meetings
- 13 Interest
- 14 Insurance
- 15 Grants and Awards
- 16 Specific Assistance to Individuals
- 17 Depreciation
- 18 Other Non-personnel Expenses (detail)
- a
- b
- c
- d

- 19 Total Non-personnel Expenses
- 20 Reimbursable Capital Purchases
- 21 TOTAL DIRECT PROGRAM EXPENSES
- 22 Administrative Expenses
- 23 TOTAL DIRECT AND ADMINISTRATIVE EXPENSES
- 24 In-Kind Expenses
- 25 TOTAL EXPENSES

	TOTAL DIRECT PROGRAM EXPENSES		TOTAL NONGRANT/ UNALLOWABLE EXPENSES		TOTAL ADMINISTRATIVE EXPENSES		GRAND TOTAL	
	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
a								
b								
c								
d								
19								
20								
21								
22								
23								
24								
25								

**Attachment 4**

**Annual (Final) Report\***

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

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Submit one copy to:  
[jenny.crane@tn.gov](mailto:jenny.crane@tn.gov) TN Department of Health, Division of Community Health Services

## ATTACHMENT 5

## Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). *The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.*

- Grantee Legal Entity Name is subject to an audit for fiscal year #.
- Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

**ATTACHMENT 6**

**Parent Child Information**

*The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.*

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: \_\_\_\_\_

Is Grantee Legal Entity Name a parent?    Yes     No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child?    Yes     No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	6 FHPA006483
Federal award date	9/28/2019
CFDA number and name	93.217 Family Planning
Grant contract's begin date	07/01/2020
Grant contract's end date	06/30/2021
Amount of federal funds obligated by this grant contract	\$21,497
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$8,125,000
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Ms. Edecia Richards 61 Forsyth Street, S.W. Ste. 5B95 Atlanta Federal Center Atlanta, GA 30323 Phone: 404-562-7900
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	2.7

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Carter County Government
Subrecipient's DUNS number	030682173
Federal Award Identification Number (FAIN)	6 B04MC33868
Federal award date	12/17/2019
CFDA number and name	93.994 Maternal and Child Health Services
Grant contract's begin date	07/01/2020
Grant contract's end date	06/30/2021
Amount of federal funds obligated by this grant contract	\$22,442
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,627,465
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Crystal Howard Email: <a href="mailto:choward@hrsa.gov">choward@hrsa.gov</a> Phone (301) 443-3844
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0