

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda

April 15, 2025

4:30 PM

The purpose(s) of the meeting shall be for the Commission to receive, consider, discuss, deliberate, and debate the matters listed herein below and such other public business as may lawfully be undertaken provided that no formal votes are to occur and no matters or issues will be formally decided upon at this meeting.

- I. **Barge Design Solutions - Presentation of the Dayton Blvd Right Size Study being funded in part by the Tennessee Department of Health's Healthy Built Environments Grant (CDD Johnson)**
- II. **Financial Update (CFO Pickel)**
- III. **Budget Workshop 101 (CM Granum)**
- IV. **Authorization to apply for the Diabetes Grant for an amount of up to \$150,000 per year for three years Res No. 25-1786 (PRM Grabe)**
- V. **Authorization to apply and to participate in the Bulletproof Vest Grant for the Police Department in a refundable amount of \$10,800.00 Res No. 25-1787 (PC Seymour)**
- VI. **Agreement with RJ Young to purchase and replace up to 20 computers that have reached end of life Res No. 25-1788 (PC Seymour)**
- VII. **Beer Board Meeting -**
 - **David Distefano, dba Chattanooga Breakfast Rotary Club has made an application for a Special Event Beer Permit to vend beer at the City-Sponsored Jubilee and Festival on May 3, 2025 and the Christmas Parade and Festival on December 13, 2025, located at Red Bank City Park at 3817 Redding Rd**
 - **Jeff Schwenke, dba Clever Alehouse has made an application for a Special Event Beer Permit to vend beer at the grand opening of Haley Reynolds Home, located at 2224 Dayton Blvd on May 10, 2025 between the hours of 10am and 4 pm.**
- VIII. **Proclaim April 23, 2025 as Administrative Professional's Day Res No. 25-1785 (CM Granum)**
- IX. **Citizen Comments on Items on the Work Session Agenda**
 - 5:45 Hard stop to allow citizen comments on items on this Work Session Agenda (CM Granum)**
- X. **Any other business to discuss**
- XI. **Adjournment**



Dayton Boulevard 'Right Sizing' Study

From Signal Mountain Road to Gadd Road

Funded in part by the Tennessee
Department of Health – Healthy Built
Environment Grant



Project Grant Funding

Tennessee Department of Health

2024 Healthy Built Environment Grant Recipient

- \$50,000 grant to complete a Right Sizing Feasibility study for Dayton Boulevard
- Grant goals include promoting health equity by providing ways for increased activity for local residents, resulting in improved physical and mental health of citizens



Project Overview

Project Limits:

- Dayton Boulevard from Signal Mountain Road to Gadd Road

Project Goals:

- Analyze existing traffic conditions
- Determine improvements for more efficient traffic operations
- Develop improved lane configuration to promote alternate transportation modes (pedestrian / bicycle), improve quality and viability of the corridor, and provide beautification opportunities for landscaping and street trees



CITY OF
RED BANK
TENNESSEE

Project Methodology / Analysis

Project Methodology:

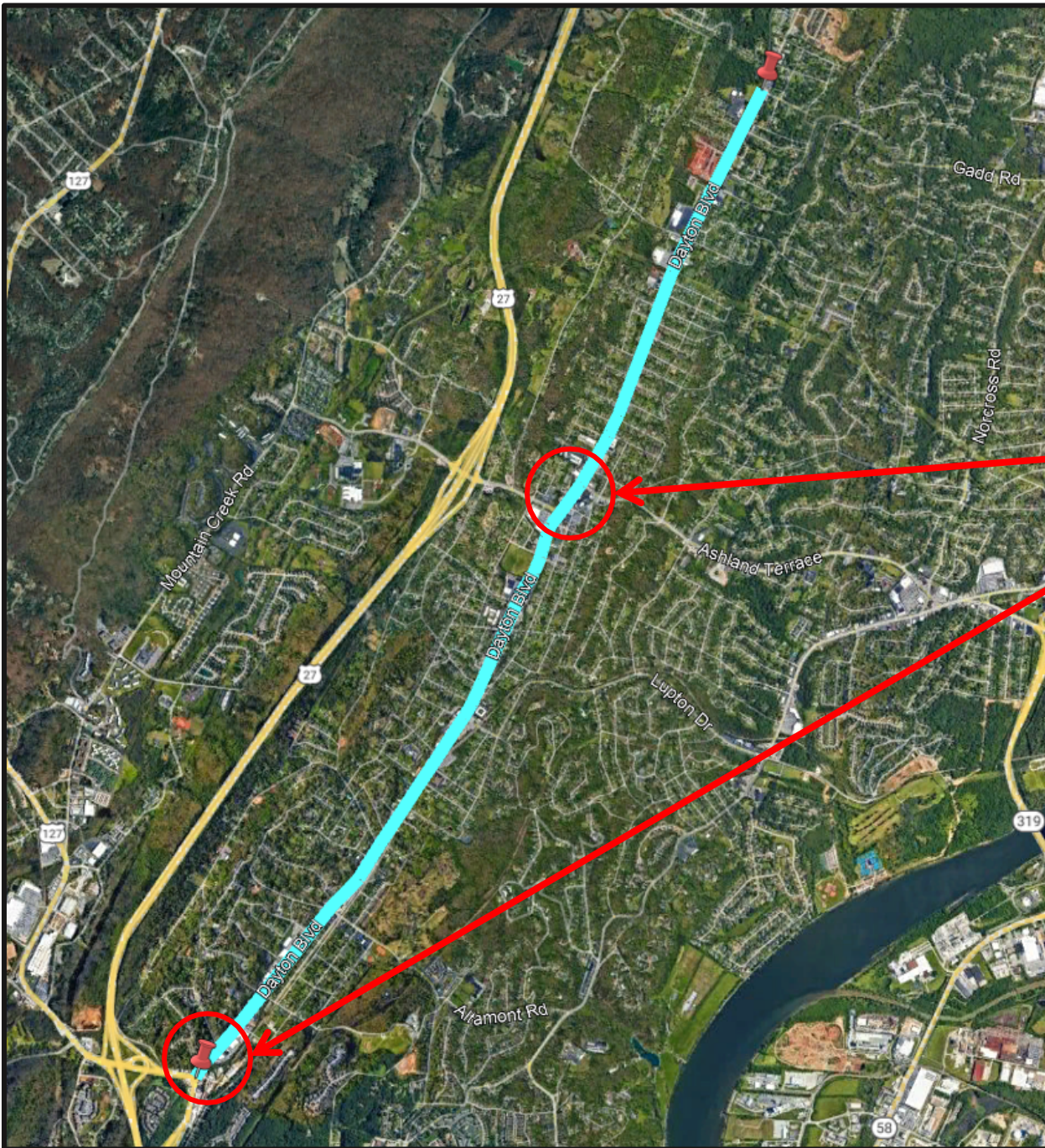
- Feasibility study conducted in accordance with *TDOT's Road Diet Guidance Manual, May 2023*
 - *Investigated existing traffic conditions along Dayton Boulevard*
 - *Applied TDOT's Road Diet analysis process to analyze existing and projected future roadway conditions*
 - *Analyzed existing crash trends along the corridor, specifically regarding pedestrians / bicyclists*
 - *Literature review of existing Red Bank plans/studies to ensure project aligns with City's mission and objectives*



Summary Findings

Existing Traffic Conditions

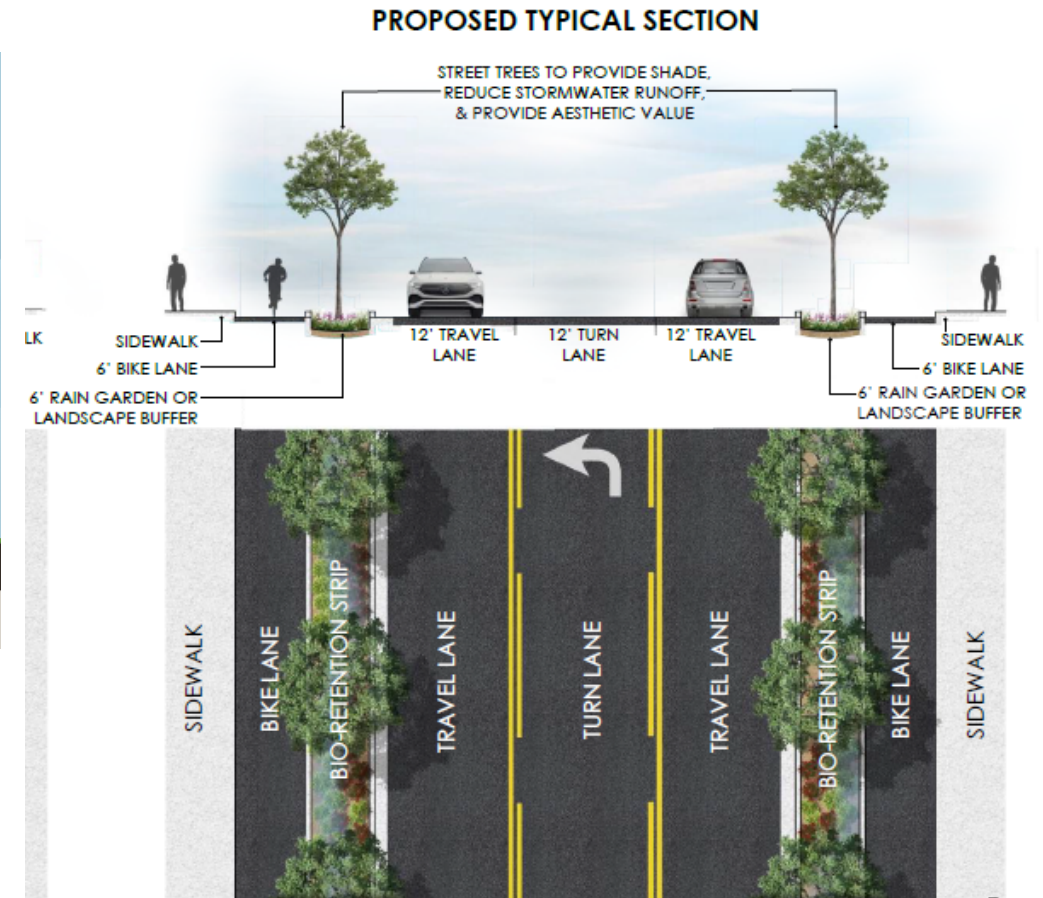
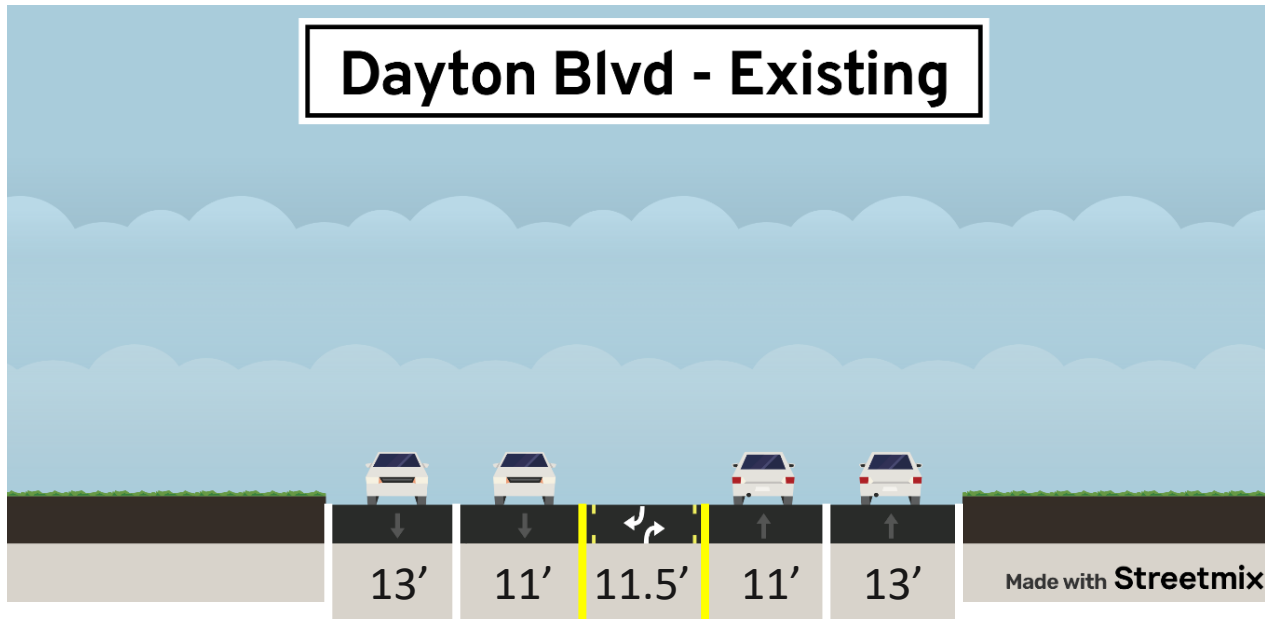
- Two segments of Dayton Boulevard with crash rates that exceed statewide averages
 - Morrison Springs Road to Ashland Terrace
 - Signal Mountain Road to Hedgewood Drive
- Signal timings operating 'individually' rather than 'in coordination'
 - Traffic can move more efficiently with less queueing when coordinated as a system
- Large sidewalk gaps for pedestrian connectivity
 - Sidewalk abruptly ends, providing no connection for walking pedestrians
 - Mid-block crossings spaced far apart along corridor



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TENNESSEE

Summary Findings

- It IS feasible to reconfigure Dayton Boulevard from a 5-lane roadway to a 3-lane roadway
 - Reconfigured roadway can include 3 vehicle travel lanes and buffered bicycle lanes



Operational Recommendations

Signal Timings

- Coordinating signal timing optimization along Dayton Boulevard is essential to ensure efficient vehicle progression and enable corridor-wide signal integration as a unified, holistic system.
 - More green time, less 'stop and go' along the corridor
 - Traffic signal timings should be customized for different commuting hours of the day

New Speed Limit

- Reduce speed limit to 35 mph along entire length of Dayton Boulevard
 - Federal recommendations suggest reducing speeds for bicycles/pedestrians (*FHWA-SA-21-034*)
 - Increase safety for all users along the roadway



Project Pros / Cons

Pros

- Corridor will function more as a 'main street' as opposed to a high speed 'highway'
- More equitable share of mobility for all users (vehicle / pedestrian / bicyclists)
- Provide stronger connection North/South/East/West throughout all of Red Bank for walking / bicycling
- Adheres to City's and citizens' desire for a more viable, connected corridor

Cons

- Vehicles will be prioritized less, sharing mobility with other modes of travel
- Longer vehicle queues will occur, especially during commuting hours
- Vehicles on side streets will wait longer to access Dayton Boulevard





Critical Intersections

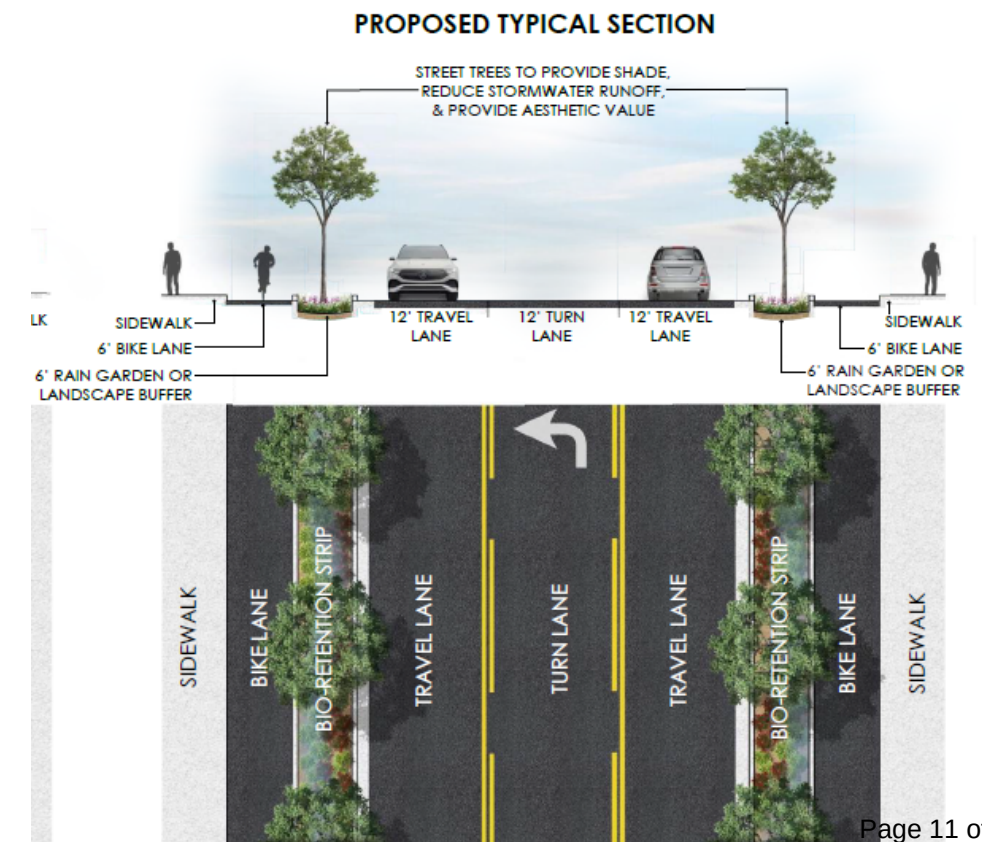
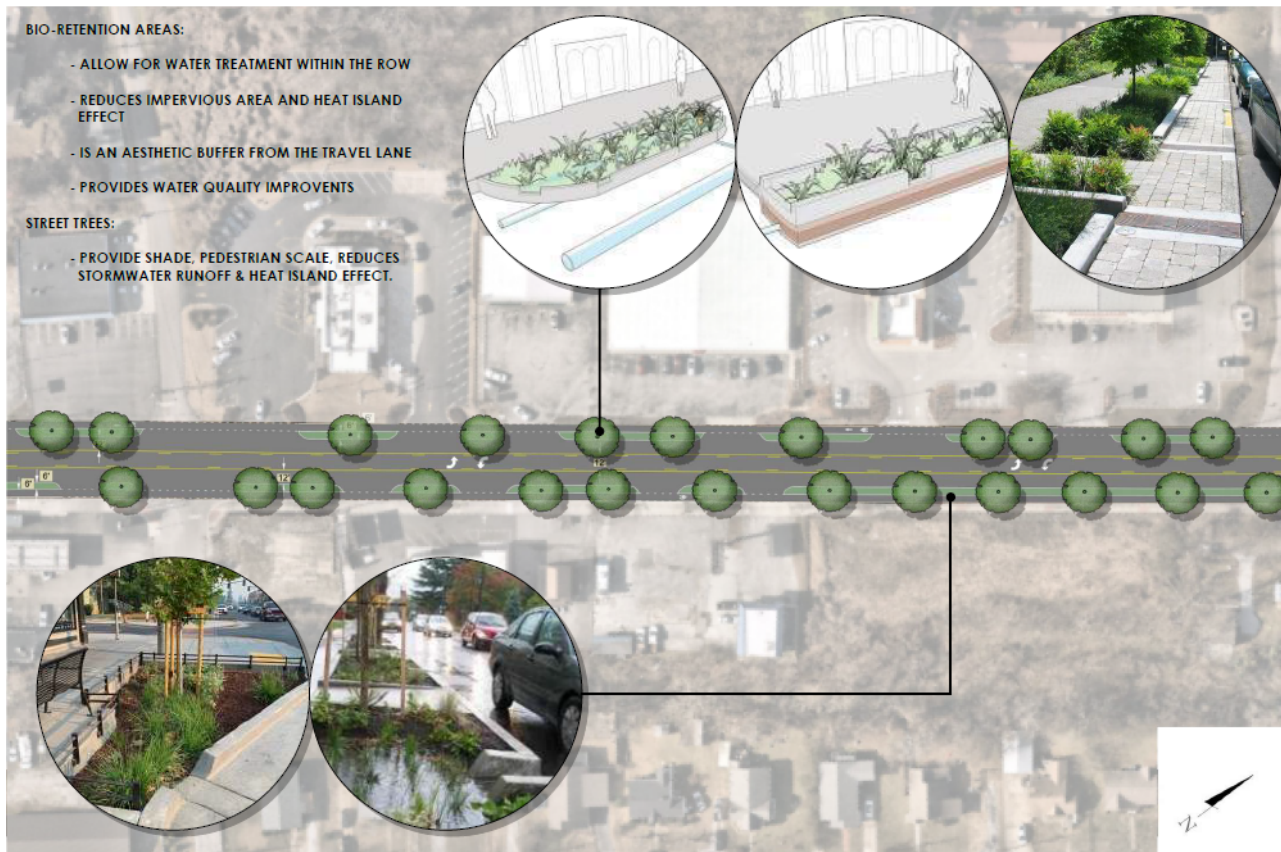
Morrison Springs Road / Ashland Terrace



Next Steps



- City can use feasibility study as a tool for funding opportunity for design
- City can begin designing new corridor
 - Cross section details / buffered space opportunities can be refined



Questions





1110 Market Street // SUITE 200
Chattanooga // Tennessee // 37402
Phone // 423-756-3025 // BargeDesign.com

YEAR TO DATE THROUGH MARCH 2025

		FY2024	FY2025	FY2025	75.00%
					Budget
ACCOUNT NAME		Actual to Date	Actual to Date	BUDGET	Year
<u>Revenues</u>					
Local Taxes					
31100	Property Tax	4,974,317	5,042,783	5,132,682	98%
31120	Public Utilities Tax-OSAP	48,886	42,324	48,000	88%
31200	Property Tax (Delinquent)	54,736	71,291	55,000	130%
31300	Int. Penalty Court Cost	13,690	16,330	14,000	117%
31500	Pmts in lieu of Property Tax-TVA	72,912	72,279	145,168	50%
31511	Electric Power Board Tax	116,869	157,923	120,000	132%
31610	Local Sales Tax - Trustee	1,355,304	1,429,671	1,780,000	80%
31710	Wholesale Beer Tax	181,546	173,974	250,000	70%
31720	Wholesale Liquor Tax	74,938	69,330	85,000	82%
31730	Mixed Drink Taxes	7,820	10,544	10,000	105%
31810	Minimum Business Tax	895	1,915	1,000	192%
31820	Gross Receipts Tax	37,334	32,186	142,788	23%
31910	Franchise Tax	57,224	66,563	120,000	55%
Total Local Taxes		6,996,471	7,187,114	7,903,638	
State Taxes (local share)					
33510	State Sales Tax	1,098,564	1,127,356	1,475,476	76%
33512	Sports Betting	15,818	18,821	21,418	
33520	State Income Tax	92	0	3,700	0%
33530	State Beer Tax	2,866	2,732	5,474	50%
33553	State Gasoline Inspection Fees	16,349	16,300	21,775	75%
Total State Taxes (local share)		1,133,689	1,165,208	1,527,843	
Other Sources					
31920	Room Occupancy Tax	20,227	19,114	25,000	76%
32210	Beer Licenses	3,132	2,946	3,000	98%
32400	Home Occupation Fee	1,100	1,100	1,500	73%
32600	Building and Related Permits	63,680	77,599	180,000	43%
32660	Zoning Permits	650	1,000	900	111%
32950	Wrecker Permit	750	725	500	145%
32990	Wrecker Inspection Fee	550	350	500	70%
33440	Police Salary Supplement	19,200	36,800	20,800	177%
33470	Fireman Salary Supplement	0	0	16,200	0%
34100	Communication Tower Lease	34,188	20,700	23,247	89%
34131	Administrative Services	51,003	51,003	68,000	75%
34240	Accident Reports	655	1,609	1,000	161%
34793	Community Center Fees	14,970	12,311	20,000	62%
35100	City Court Revenue	98,302	106,747	100,000	107%
36100	Interest Earning	236,609	203,109	275,000	74%
36210	Rent-Sewer Plant	6,310	7,669	8,414	91%
36330	Sale of Equipment	0	0	15,000	0%
36350	Insurance Recovery	9,175	47,596	10,000	476%
36691	Miscellaneous Revenue	48,805	10,617	20,000	53%
36700	Donations	51,000	29,750	24,000	124%
36990	Insurance Package Refund	4,000	9,000	0	0%
36910	Loan Proceeds	0	0	373,500	0%
Total Other Sources		664,306	639,746	1,186,561	
Total General Fund Revenue		8,794,466	8,992,068	10,618,042	85%

				75.00%
	FY2024	FY2025	FY2025	Budget Year
<u>Expenditures</u>				
Judicial	142,386	139,259	189,151	74%
Legislative	455,453	52,241	51,110	102%
Finance & Administration	838,777	949,447	1,193,438	80%
Insurance	1,113,565	1,190,898	1,362,005	87%
Community Development	0	417,629	577,569	72%
Police	2,134,958	2,475,445	3,501,642	71%
Fire	1,633,161	1,367,889	1,928,590	71%
	6,318,300	6,592,806	8,803,505	
Public Works				
Public Wks-Admin/Streets	894,637	759,411	1,053,928	72%
Fleet Maint	111,554	104,602	151,777	69%
Gov't Bldg	196,469	385,324	785,997	49%
Animal Control	37,622	59,610	79,480	75%
Total Public Works	1,240,282	1,308,946	2,071,182	
Parks				
Parks Admin	0	73,667	162,559	45%
Community Center	25,190	163,317	170,250	96%
James Rd/ Cagle Field	13,064	1,070	2,000	54%
Redding Rd/ Kids Corner	24,734	20,018	23,250	86%
Morrison Springs Fac	16,998	4,756	16,250	29%
Swimming Pool	12,937	31,093	55,000	57%
White Oak Park	205,377	84,228	54,750	154%
Town Center Park	0	0	750	0%
Total Parks	298,300	378,149	484,809	
Total General Fund Expenditures	7,856,883	8,279,901	11,359,496	73%
<u>Solid Waste Management</u>				
Revenues	977,193	977,757	1,020,000	96%
Expenditures	779,304	1,076,152	1,286,823	84%
<u>State Street Aid</u>				
Revenues	375,777	369,779	482,415	77%
Expenditures	487,393	254,833	955,499	27%
<u>Stormwater MS4</u>				
Revenues	513,049	507,382	529,213	96%
Expenditures	324,447	335,111	499,052	67%
<u>Drug Enf Fund</u>				
Revenues	5,205	48,858	34,200	143%
Expenditures	51,817	1,511	34,200	4%
<u>Impound Fund</u>				
Revenues	0	0	4,650	0%
Expenditures	0	2,320	4,650	50%

FY26 'Budget 101' for Red Bank Tennessee

City Manager Martin Granum
15 April 2025

Agenda

- Review the Budget Dates for FY26
- Review of FY25 Budget Package (current year's budget)
- Review 'how to' calculate residential property taxes
- Reappraisal Year
- Review Mission, Vision, Goals
- Review the budget adoption process
- Wrap up...

Budget Dates for FY26 (revised memo 15 April 2025)

- **Tuesday, 15 April: During the normal Work Session at 4:30 (early start)**
“Budget 101” presentation by staff on the budget process including a review of this year’s FY25 budget
- **Tuesday, 22 April: Budget Workshop #1 of 2, 5:00 – 7:30**
City Manager to provide the Commission the FY26 Budget Estimate to include brief overview of any substantial changes from FY25. Police presentation from Chief Seymour; Fire presentation from Chief Sylar, Court presentation from Court Clerk Donahue; Citizen Comments at the end
- **Tuesday, 29 April: Budget Workshop #2 of 2; 5:00 – 7:30**
Public Works presentation from Director Tate; Community Development presentation from Director Johnson; City Hall (Administration & Finance) presentation from Director Perry; Citizen Comments at the end
- **Tuesday, 6 May: During the normal Work Session at 4:30 (early start)**
Open discussion by the Commission of the budget estimate
- **Tuesday, 20 May at regular Commission Work Session/Meeting...** budget ordinance first reading of the *Proposed Budget*
- **Tuesday, 3 June at regular Commission Work Session/Meeting...** budget ordinance second reading of the *Proposed Budget*. Upon adoption, becomes the *FY26 Adopted Budget*

Review of FY25 Budget Packet (current year's budget)

- Available on the City's webpage at...
 - Departments...
 - Administration and Finance...
 - Finance...
 - Annual Budget Reports...
 - [FY2025 Approved Budget](#)
- Whew! Once you are there, you will find the complete budget packet from the **FY25** budget process... from about this time last year
- Here are the major components of the Budget Packet:
 - **Guide to the Red Bank FY25 Budget (4 pages)**
 - Budget Spreadsheets for all funds (24 pages)
 - City Manager's FY25 Budget Estimate memo and each Department's memo (16 pages in total)
 - Q & A (18 pages total)
 - Special Exhibits (Jobs by Grade... the pay for every city employee; and the items being funded by dept (6 police vehicles))
- Preparation began with conversations with department directors beginning in March
- 66 pages in total

City of Red Bank Tennessee

How to calculate your residential
property tax

How to calculate your residential property taxes in Red Bank TN

✓ Find your Assessed Value

✓ Hamilton County GIS

https://gismaps.hamiltontn.gov/Html5Viewer/index.html?viewer=GISMO5.GIS_HTML51

✓ Or you can also go to the Hamilton County Trustee website <https://tpti.hamiltontn.gov/>

✓ Divide the figure by 100

✓ Multiply by the property tax rate

✓ The tax rate is \$1.67 for Red Bank

✓ Example for a house on Hunter Trail

✓ Total Value: \$236,100

✓ Assessed value: \$59,025

✓ Divide by 100 = \$590.25

✓ Multiply by the Levy (currently \$1.67) \$985.72

✓ With a levy of \$1.67 the property taxes are \$985.72

Property Assessments: Information by County

Visit the Comptroller's excellent website for more info...

<https://comptroller.tn.gov/office-functions/pa/tax-resources/assessment-information-for-each-county/information-by-county.html>

Reappraisal Year!

- One of the key components of each year's Budget Ordinance is the Commission establishing the tax rate for that year
- However, this is a 'reappraisal year'... in Hamilton County it's every fourth year
- In accordance with TN Statute, the Hamilton County Assessor of Property is currently sending out re-appraisals to Hamilton County residents
- Following that process we expect to be notified of Red Bank's new tax rate sometime in the next couple of months. In the meantime, **while we await notification of our new tax rate, the current tax rate of \$1.67 will be used in the budget process**
- Once Hamilton County has published the new tax rate, **the Commission will have another vote to adopt a tax rate** that is informed by the approved reappraisal values

Mission Vision Goals

➤ Always good to remind ourselves...

Mission... from the 4th Annual Commission Strategic Planning Retreat (25 Feb 2025); Res. No. 25-1778

Mission (the purpose of a city's being and why it exists):

The City of Red Bank is a safe and thriving small-town community with an engaging, transparent government that builds on our rich history, provides excellent and efficient services, and welcomes all

Vision... from the 4th Annual Commission Strategic Planning Retreat (25 Feb 2025); Res. No. 25-1778

Vision (builds upon the mission and takes it to the next level; a desired future state):

Red Bank strives for a vibrant, growing and inclusive community by pursuing excellence, enhancing safety, celebrating our neighborhood character and stewarding our natural landscapes

Goals... from the 4th Annual Commission Strategic Planning Retreat (25 Feb 2025); Res. No. 25-1778)

Goals (after an environmental analysis and applying the SWOT methodology, issues were identified and ultimately goals were set that: address the key issues, meet the mission of the City and help the City to achieve its vision):

- *Develop a new land conversion agreement with TDEC and NPS (Mayor Dalton)*
- *Create priorities for safe streets: curtailing speeding, enhancing pedestrian walkability, and protected cycling routes (Commissioner Fairbanks-Harvey)*
- *Launch strategic economic development efforts to attract investment, support local businesses, and strengthen community prosperity (Commissioner Holmes)*
- *Implementation of the Parks Master Plan (Commissioner Wilkinson)*
- *Low-cost activation of city property by making improvements (i.e. tables, gardens, etc.) (Vice Mayor Berry)*

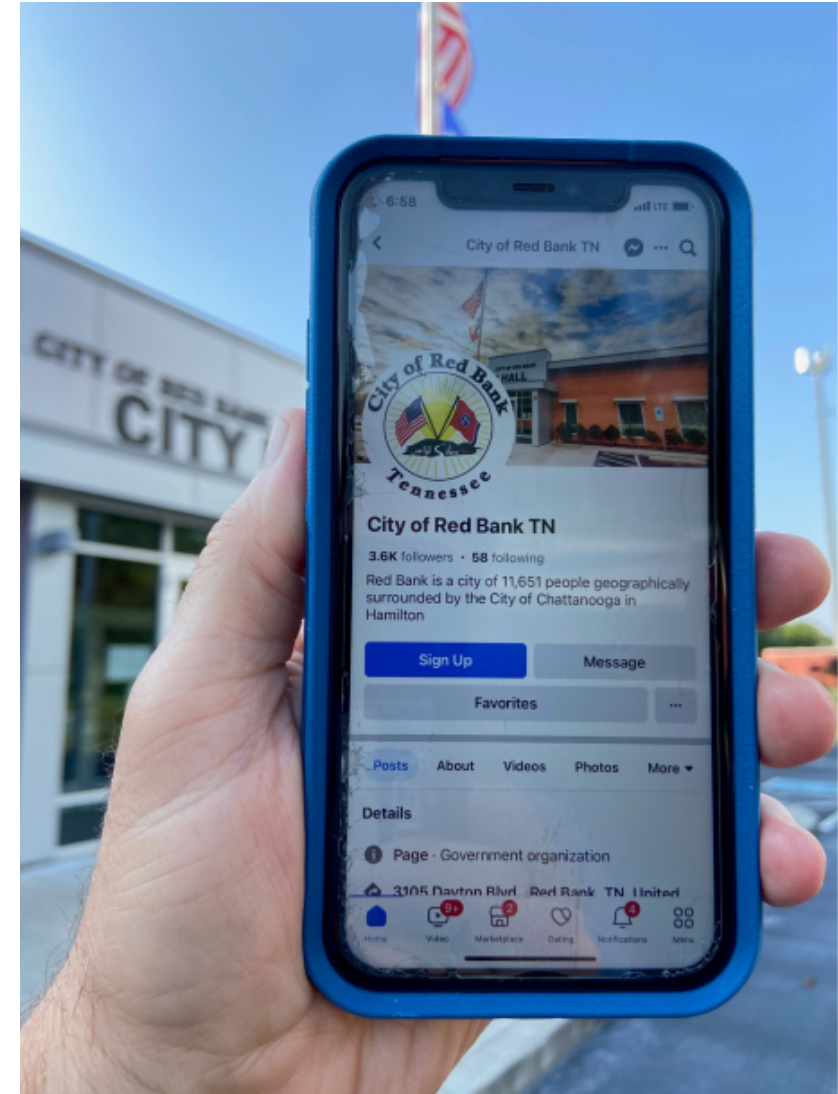
The FY26 Budget Adoption Process

- Preparation began with conversations with department directors beginning in March
- **Budget Dates for FY26 revised** memo published on 15 April 2025
- **Two Budget Workshops** (22, 29 April)
 - Citizens who earn the Budget Academy Certificate will be recognized at 1st Reading
- City Charter requires City Manager to present '**Budget Estimate**' to the Commission NLT 15 May of each year (scheduled for 22 April 2025)
- The budget process also sets the property tax rate; however, i.a.w. TN Statute, this being a 'reappraisal year' and the timing independent of the budget process, a separate ordinance may be necessary to establish the property tax rate once the reappraisal process has completed
- In Red Bank, any Ordinance requires **two readings**
- The **1st Reading** of the Budget Ordinance is scheduled for **20 May**
- The **2nd Reading** of the Budget Ordinance is scheduled for **3 June**
- Enactment occurs upon passing at 2nd Reading; it becomes the Adopted Budget and **takes effect 1 July 2025** and continues through 30 June 2026
- The CFO must file the budget, in a very specific format, with the Comptroller within 15 days of adoption

Wrap up... stay informed

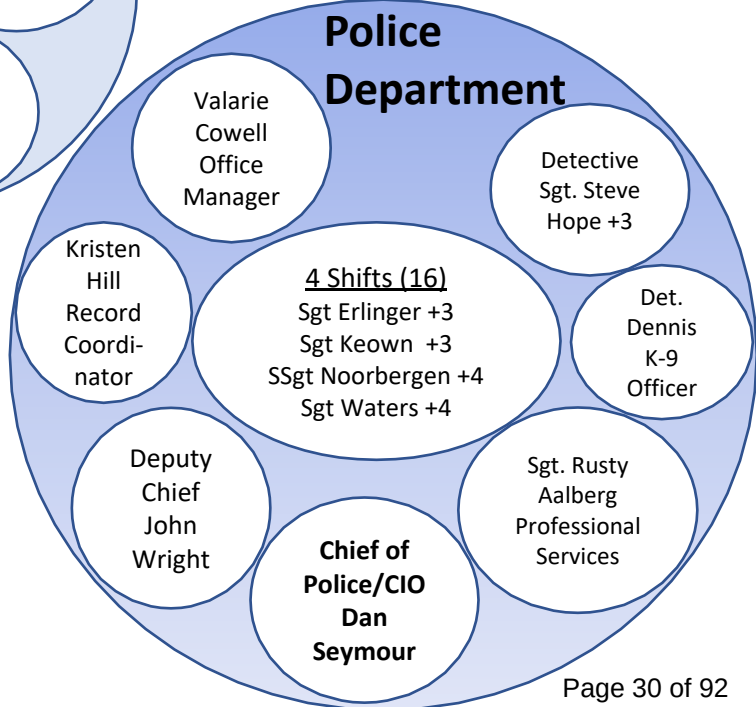
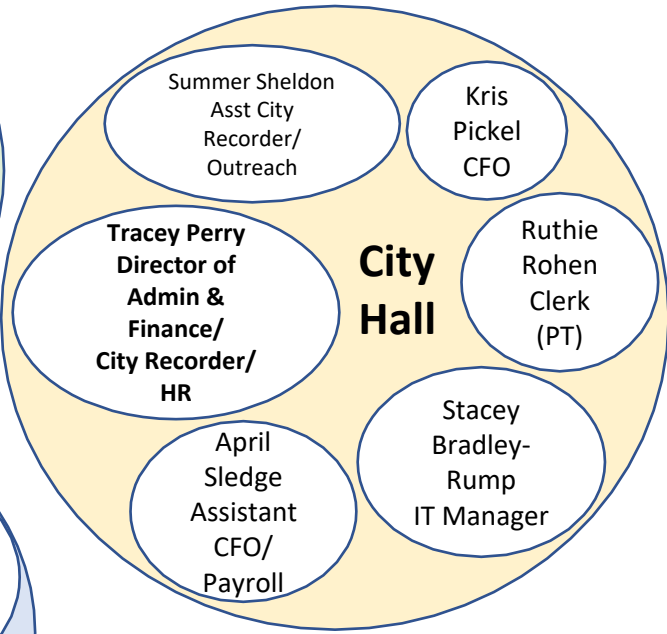
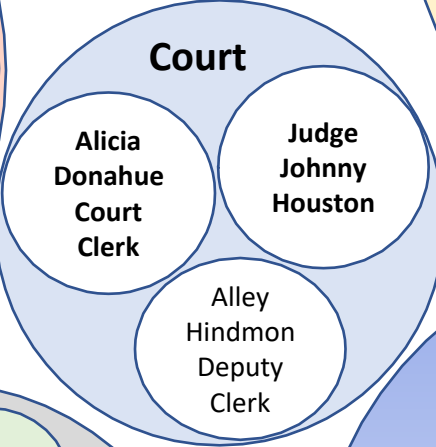
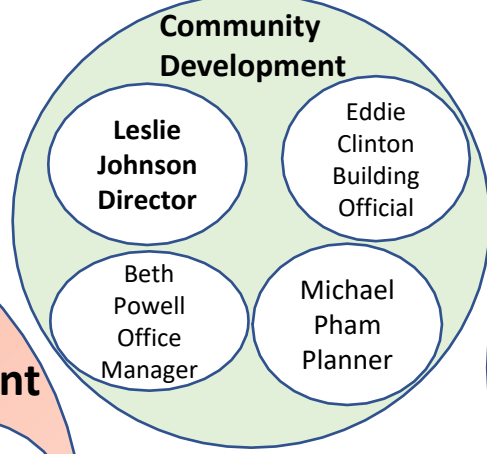
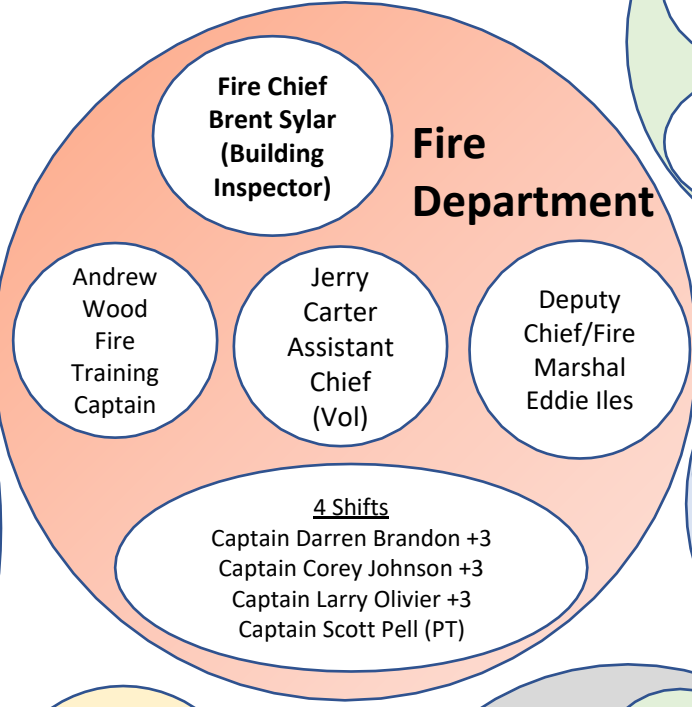
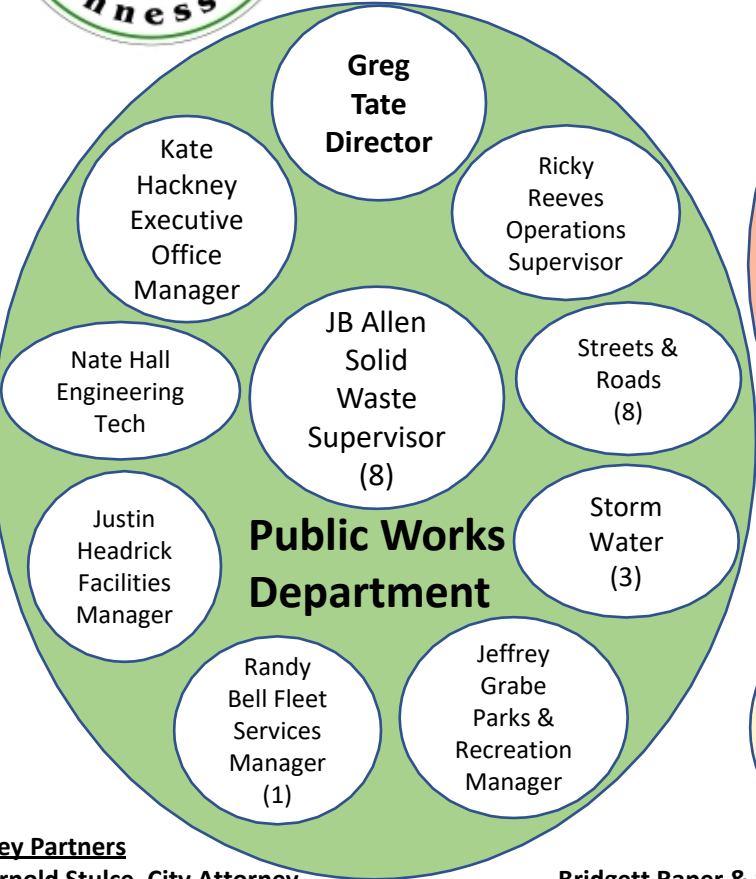


- Facebook
City of Red Bank TN
- Instagram
City of Red Bank
- Webpage
www.redbanktn.gov
- Subscribe to our monthly newsletter at
www.redbanktn.gov
- Attend a Commission meeting 1st and 3rd Tuesday (except 1st Tues in January and July)
- Thank you!





City of Red Bank
Organizational Overview
27 March 2025



Key Partners
Arnold Stulce, City Attorney
James Exum, Admin. Hearing Officer
McKamey Animal Center
First Horizon
The Baldwin Group; Atlas Insurance Agency
Pool Advisory Committee (PAC)/Boxing/RBYA
Mutual Aid Partners (HCSO, CFD, others)
Hamilton County Service Partners: Elections;
911; GIS; Recycling; Water Quality; Trustee

Bridgett Raper & Small Cities Coalition
Honna Rogers & MTAS
CARTA Care-A-Van
Cumberland Securities
RJ Young
Trust for Public Land (TPL)
TPO/MPO/TCC (RPA); SETDD
WWTA; other utility providers
RBSD Charitable Foundation



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2025	End Date June 30, 2028	Agency Tracking # 34347-	Edison ID		
Grantee Legal Entity Name			Edison Vendor ID		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Project Diabetes Initiative					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026					
2027					
2028					
TOTAL:					
Grantee Selection Process Summary					
☒ Competitive Selection		Request For Application (RFA) 34347-54226 was completed.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00015434		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
GRANTEE NAME**

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 **Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of Project Diabetes Initiative, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. Service Definitions.

- a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
- b. Grand Divisions means the three (3) Grand Divisions of Tennessee which are the Eastern, Middle, and Western, as defined by Tennessee Code Annotated § 4-1-201 through § 4-1-203.
- c. Healthy Foods means food items recommended for increased use by the *Dietary Guidelines for Americans, 2020-2025*, published by the U.S. Departments of Agriculture and Health and Human Services and detailed at:
<https://www.dietaryguidelines.gov/>

A.3. Service Goal. To reduce the incidence of chronic disease in Tennessee.

A.4. Service Recipients. Those who are at risk of developing chronic disease in Tennessee.

A.5. Service Description. The Grantee shall provide services, with measurable outcomes, as specified in its approved Project Diabetes Initiative application as set forth in **Attachment 1** and incorporated herein by reference. The Grantee shall:

- a. Incorporate, at a minimum, one (1) of two (2) Project Diabetes goals and a select number of strategies recommended by the *County Health Rankings & Roadmaps* website. The *County Health Rankings & Roadmaps* program provides data, evidence, guidance, and examples to enhance understanding of the various factors that affect health, and to assist community leaders in their efforts to improve health outcomes and promote health equity.

Those goals are:

- (1) Increase access to healthy food and beverage by establishing convenient outlets for distribution and purchase.
- (2) Increase access to physical activity by providing convenient and safe spaces for exercise and recreation.
- b. Clearly define the methodology of the program and the evidence to support the method of intervention(s);
- c. Provide a detailed work plan of the proposed activities, including responsible parties and dates for each funded year;

- d. Evaluate the implemented objective(s) and strategy(ies) using metrics defined and detailed in its approved Project Diabetes Initiative proposal;
- e. During Year 2 of the funding cycle, participate in a one (1) day meeting to be held virtually;
- f. During the Year 2 virtual meeting, the Grantee will provide a PowerPoint presentation not to exceed 15 minutes. The presentation shall be an overview of the goals, strategies, and outcomes of the funded project;
- g. Participate in an onsite meeting with the project officer during the first quarter of year one. This meeting will take place at the project location or the office of the Grantee. Other technical assistance meetings may be virtual or in-person; and
- h. Prior to the acquisition of any electronic equipment, a written justification must be provided to the State project officer for their approval.

A.6. Service Reporting. The Grantee shall:

- a. Submit quarterly progress reports, in a format provided by the State, no later than thirty (30) days following the end of each calendar quarter and will provide data from a menu of outcome metrics as provided by the State.
- b. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The Grantor State Agency will make the final determination in terms of acceptance of the work being performed under this Grant Contract.

A.8. This grant allows for the purchase of electronic devices, such as but not limited to computers, iPad tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's approved proposal (**Attachment 1**) incorporated to elaborate supplementary scope of services specifications.

A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2028, ("Term"). The Grantor State Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the Grantor State Agency may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2**, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Grantor State Agency no more often than monthly, with all necessary supporting documentation, and present such to:

Joan Cook, Director, Project Diabetes
 Tennessee Department of Health
 Division of Family Health and Wellness
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 (615) 253-8745
Joan.Cook@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 Grantor State Agency).
 - (5) Grantor: Department of Health, Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, 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 Grantor State Agency 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 Grantor State Agency within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The Grantor State Agency will not deem such Grantee costs to be allowable and reimbursable by the Grantor State Agency unless, at the sole discretion of the Grantor State Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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

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

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

- c. 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.
 - 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 Grantor State Agency 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 Grantor State Agency, and subject to the availability of funds the Grantor State Agency 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 Grantor State Agency shall not prejudice the Grantor State Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the Grantor State Agency 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 Grantor State Agency, 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 Grantor State Agency 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 Grantor State Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Grantor State Agency under this Grant Contract until the Grantor State Agency has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the Grantor State Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Grantor State Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Grantor State Agency, 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 Grantor State Agency the Grantor State Agency-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:

Joan Cook, Director, Project Diabetes
 Department of Health
 Division of Family Health and Wellness
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Joan.Cook@tn.gov
 Telephone # (615) 253-8745

The Grantee:

Grantee Contact Name & Title
Grantee Name
Address
Email Address
Telephone # Number
FAX # Number

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. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

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

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- 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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E. 6. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.8. The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's

Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER

DATE

Grantee's Application

ATTACHMENT 2

GRANT BUDGET				
Additional Identification Information As Necessary				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE , and ending DATE .				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	0.00	0.00	0.00
	Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00
	Telephone	0.00	0.00	0.00
	Postage & Shipping	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00
	Equipment Rental & Maintenance	0.00	0.00	0.00
	Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings ²	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals ²	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	0.00	0.00	0.00

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

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount
CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
ROUNDED TOTAL	Amount



Invoice Reimbursement Form

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

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

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

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

Remit Payment to:

Business Name

Street Address	City	State	ZIP
_____	_____	_____	_____

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

Section 3: Payment Information (to be completed by TDH Program)

Service Type (Select One): ☐ Medical Services ☐ Non-Medical Services

Speedchart	User Code	Project ID	Amount (\$)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____
Date: _____
Signature: _____

TDH Program Authorization

Name: _____
Date: _____
Signature: _____

TDH Accounts Authorization

Name: _____
Date: _____
Signature: _____

Section 5: Additional Comments

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

email filing replaces mailing forms

Mailing Address:

Monaliz Hana

Telephone 615-532-3406

Tennessee Department of Health

Fiscal Services

6th Floor, Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

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

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

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

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

Line 1 Salaries And Wages

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

Line 2 Employee Benefits & Payroll Taxes

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

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

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

Line 5 Supplies

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

Line 6 Telephone

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

Line 7 Postage And Shipping

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

Line 8 Occupancy

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

Line 9 Equipment Rental And Maintenance

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

Line 10 Printing And Publications

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

Line 11 Travel

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

Line 12 Conferences And Meetings

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

Line 13 Interest

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

Line 14 Insurance

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

Line 15 Grants And Awards

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

Line 16 Specific Assistance to Individuals

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

Line 17 Depreciation

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

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

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

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

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

Line 23 Total Direct And Administrative Expenses

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

Line 24 In-Kind Expenses

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

Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

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

PROGRAM REVENUE REPORT (PRR)**SCHEDULE B****SOURCES OF REVENUE**

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

Reimbursable Program Funds**Line 31 Reimbursable Federal Program Funds**

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

Line 32 Reimbursable State Program Funds

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

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

Add lines 31 and 32.

Matching Revenue Funds**Line 34 Other Federal Funds**

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

Line 35 Other State Funds

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

Line 36 Other Government Funds

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

Line 37 Cash Contributions (Non-government)

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

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

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

Line 39 Program Income

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

Line 40 Other Matching Revenue

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

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

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

Line 43 Total Revenue

Add lines 33, 41, and 42

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

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

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

Line 52 OTHER UNALLOWABLE EXPENSES:

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

Line 53 EXCESS ADMINISTRATION:

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

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

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

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

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

Line 56 TOTAL REIMBURSEMENT-TO-DATE

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

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

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

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

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

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

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

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

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

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

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

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

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

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

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

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

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

Cost step down. _____

Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule A

Item # EXPENSE BY OBJECT:

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

Annual (Final) Report*

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

Submit one copy to:

Program, TN Department of Health;

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

fa.audit@tn.gov - TN Department of Finance and Administration

**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

REQUEST FOR APPLICATION

FOR

PROJECT DIABETES

RFA # 34347-54226

REQUEST FOR APPLICATION

STATE OF TENNESSEE

DEPARTMENT OF HEALTH

I. Introduction:

Each year, chronic diseases account for 70% of all deaths in the United States. Poor diets and lack of physical activity lead to chronic illnesses such as heart disease, type 2 diabetes, and obesity. To further explain the pervasiveness, 6 in 10 adults in the United States have a chronic disease and 4 in 10 adults have two or more. Chronic disease prevalence varies greatly across the country with a higher concentration in the Mid-South region. Evidence suggests that the high prevalence of chronic disease may be partially responsible for the devastating effects of the recent coronavirus pandemic. Furthermore, the economic consequences of the pandemic have made it even more difficult for the United States to afford the growing healthcare costs that result from chronic disease. Those with chronic disease and their families face both direct and indirect costs: Direct costs primarily stem from longer and more frequent hospital visits and greater prescription drug use, while indirect costs arise from lost education and job opportunities.

The Tennessee Department of Health has several strategies in place to address the burden of preventable chronic disease on its citizens. Project Diabetes is one of these strategies whose purpose is to fund primary prevention projects that aim to prevent disease from ever occurring. Such prevention is implemented through the utilization of policy, systems and environmental changes (PSE) within the communities of Tennessee. PSE approaches seek to go beyond interventions focused on individual behavior or one-time events to influence the systems that create the structures in which we work, live and play. By changing policies, systems, and/or the environment, communities can tackle health issues such as obesity, diabetes, cancer, and other chronic diseases. Being healthy is not just about individual choices. Approaches to PSE change help highlight how communities' function, including how resources are allocated and how services are delivered, and the influence of those systems and structures on community health before the onset of illness. The table below defines the difference between programs focused on individual behavior and PSE.

Event/Program vs. PSE Change

<i>Characteristics of Event or Program</i>	<i>Characteristics of PSE Change</i>
One time Additive: often results in only short-term behavior change	Ongoing Foundational: often produces behavior change over time

Individual level	Community/Population level
Not part of ongoing plan	Part of an ongoing plan
Short term	Long term
Non-sustaining	Sustaining

PSE approaches to improving options for healthy eating and physical activity should be linked to strategies that account for or directly address social determinants of health (SDOH). Social determinants of health are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Social determinants of health have a major impact on people's health, well-being, and quality of life. Examples of SDOH include:

- Safe housing, transportation, and neighborhoods
- Racism, discrimination, and violence
- Education, job opportunities, and income
- Access to nutritious foods and physical activity opportunities
- Polluted air and water
- Language and literacy skills

SDOH also contribute to wide health disparities and inequities. For example, people who do not have access to grocery stores with healthy foods are less likely to have good nutrition. This raises risk of health conditions like heart disease, diabetes, and obesity and even lowers life expectancy relative to people who do have access to healthy foods.

Equity in Our Food Systems

Our food system institutions are set against a backdrop of dual, ongoing epidemics of food insecurity and obesity. These issues disproportionately impact people of color and people with lower incomes. Access to healthy food is critical to growth, development, and overall health. Building sustainable connections between residents and local sources of healthy food forms the foundation of successful food access programs. In this document you will find several strategies for community implementation to create food and beverage environments that ensure that healthy food and beverage options are the routine, easy choice.

ood and beverage environments that ensure that healthy food and beverage options are the routine, easy choice.

Equity in Active Living

Equitable and inclusive access is foundational to Project Diabetes. All people, regardless of age, race, education, socio-economic status, disability status, sexual orientation, and geographic location should have access to safe and convenient opportunities to be physically active. Many people live in neighborhoods with poor sidewalk and street infrastructure or few safe spaces for physical activity. Where community opportunities for physical activities exist, they may not have been developed with all potential users in mind, such as older adults or persons with disabilities.

Creating a state in which everyone has access to safe and convenient opportunities to be physically active will require teamwork between sectors, including public health, transportation, planning, business, healthcare, and parks and recreation. In this document you will find strategies for community implementation to create accessible and safe places to be physically active.

The State intends to fund primary prevention projects that draw upon policy, systems and environmental strategies to prevent the onset of chronic disease in Tennessee.

Funding priorities will focus on two goals:

1. Increase access to healthy food and beverage by establishing convenient outlets for distribution and purchase.
2. Increase access to physical activity by providing convenient and safe spaces for exercise and recreation.

After selecting goal(s), applicants will move on to select a strategy or strategies that they will take to achieve the selected goal.

Performance goal 1: 1: Increase access to healthy food and beverage by establishing convenient outlets for distribution and purchase.

Strategies for goal 1 include:

- ❖ Strategy 1.1: Start or expand farm-to-institution programs in schools, hospitals, workplaces, childcare centers and other institutions.
- ❖ Strategy 1.2: Start or expand community supported agriculture (CSA) where partnerships are established between farmers and consumers in which consumers purchase a share of a farm's products in advance.
- ❖ Strategy 1.3: Include fruit and vegetables in emergency food programs.
- ❖ Strategy 1.4: Provide competitive pricing for healthy foods in school and municipal concessions.
- ❖ Strategy 1.5: Enable farmers markets to accept EBT, the electronic payment system of debit cards used to issue and redeem Supplemental Nutrition Assistance Program (SNAP) benefits.
- ❖ Strategy 1.6: Food hubs - Support businesses or organizations that aggregate, distribute, and market local and regional food products.
- ❖ Strategy 1.7: Gleaning initiatives - Gather food left in fields after a primary harvest, food in fields where harvesting is not profitable, or excess produce from orchards, packing houses, urban agriculture sites, etc.

- ❖ Strategy 1.8: Fruit and vegetable incentive programs - Offer participants with low incomes matching funds to purchase healthy foods, especially fresh fruits and vegetables; often called bonus dollars, market bucks, Double Up Food Bucks, or nutrition incentives.
- ❖ Strategy 1.9: Food literacy skill development- School vegetable gardens and cooking classes in designated areas where students can garden with guidance, along with nutrition and food preparation lessons and opportunities for taste tasting and hands-on learning.
- ❖ Strategy 1.10: Healthy food initiatives in food pantries, such as *Supporting Wellness at Pantries* (SWAP).
- ❖ Strategy 1.11: Water availability and promotion interventions - Make water readily available in various settings via regular placement of drinking fountains, water coolers, bottled water in vending machines, etc.
- ❖ Strategy 1.12: College-based obesity prevention educational interventions - Support multi-component educational interventions for college students that address nutrition, physical activity, and healthy weight management.
- ❖ Strategy 1.13: Breastfeeding promotion programs - Provide education, information, counseling, and support for breastfeeding to women throughout pre- and post-natal care.
- ❖ Strategy 1.14: Workplace supports for breastfeeding - Support breastfeeding via private, well-equipped lactation spaces in workplaces, along with breastfeeding breaks, flexible schedules, professional lactation support, etc.

Performance goal 2: 2: Increase access to physical activity by providing convenient and safe spaces for exercise and recreation.

Strategies for goal 2 include:

- ❖ Strategy 2.1: Active recess - Establish a break from the school day, typically before lunch, that involves planned, inclusive, actively supervised games or activities; also called semi-structured, or structured recess.
- ❖ Strategy 2.2: College-based obesity prevention educational interventions - Support multi-component educational interventions for college students that address nutrition, physical activity, and healthy weight management.
- ❖ Strategy 2.3: Activity program for older adults - Offer group educational, social, creative, musical, or physical activities that promote social interactions, regular attendance, and community involvement among older adults.

- ❖ Strategy 2.4: Community fitness programs - Offer exercise classes (e.g., aerobic dance, yoga, Tai Chi, cycling, etc.) and fitness program support in community, senior, fitness, and community wellness centers.
- ❖ Strategy 2.5: Bicycle path, lanes & tracks - Accommodate or provide dedicated space for bicyclists via bicycle paths, lanes, cycle tracks or protected bike lanes, etc.
- ❖ Strategy 2.6: Places for physical activity - Modify local environments to support physical activity, and increase access to new or existing facilities for physical activity.
- ❖ Strategy 2.7: Greenspace and parks - Increase recreational green space through new parks or open spaces, renovation or enhancement of under-used recreation areas, rehabilitation of vacant lots, brownfields, etc.
- ❖ Strategy 2.8: Worksite obesity prevention interventions - interventions are evidence-based multi-component efforts that combine education, environmental change, physical activity opportunities, and incentives for healthy behavior.

Once the strategy or strategies have been selected, and an invitation to apply has been received, applicants will construct well-defined ACTION STEPS for each activity that must be taken in order to achieve the results of the proposed strategy.

Additional Considerations:

- (1) All infrastructures must be on public property or an easement on private property that is for public use.
- (2) All infrastructure projects must include the community in the decision-making process and provide documentation of community involvement through committees, reports, or master plans.
- (3) Projects at public school facilities must have or have plans, to put in place a joint-use agreement with the community so the public can access the facilities during non-school hours.
- (4) Schools applying for funds to purchase water bottle refill stations must provide a detailed plan for an education campaign to encourage the reduction of sugar-sweetened beverage consumption among students, staff and faculty.
- (5) Projects should make reasonable accommodations for those with recognized disabilities.
- (6) Applications outside of these approaches, and/or applications for direct medical services, research, splash pads or restrooms will not be considered.

The State will offer grants in two categories:

- (1) **“Category A”** grants - Applicants may apply for a grant of up to three years with funds not to exceed \$150,000 per year, for a maximum total of \$450,000.

- (2) **“Category B”** grants – Applicants for smaller, community-based grants may apply for a grant of up to two years with funds not to exceed \$15,000 per year, for a maximum total of \$30,000.

No match will be required for either Category A or Category B grant awards. **The yearly allotment of funds does not carry over from one fiscal year to the next.**

Applicants may apply for a grant in either or both category A and category B. The anticipated start date for both category A and category B grants is July 1, 2025. In addition to activities conducted under their proposed projects, successful applicants will also be required to perform the following deliverables:

1. Attend technical assistance meetings as required, either in person or virtually.
2. A PowerPoint presentation on the funded project is required during year 2 in person/virtual regional meeting. The presentation is limited to 15 minutes.
3. Submit an invoice for reimbursement each month whether or not there were expenditures during that month.
4. An online program progress report is due 30 days after the end of each contract year quarter.
5. A financial reconciliation report is due 30 days after the end of each contract year quarter.
6. Participate in quarterly site visits with your project officer.
7. Submit a work plan for each contract year.

II. Process:

A. Letters of Intent:

The initial requirement for an organization seeking a Project Diabetes grant award is to submit a Letter of Intent (LOI) (**Exhibit 1**). This Letter of Intent, which includes up to a one-page summary of the proposed project and an approximate budget, will give the State a first look at the alignment of your request to the goals of Project Diabetes. Additionally, it will allow the applicant to provide a brief overview of the proposed project without putting forth the substantial effort required by a full grant application. Applicants must submit the LOI online. TDH has posted the LOI link on the website with this RFA.

B. Application Process

A team of evaluators will review all Letters of Intent and will issue Invitations to Apply to those projects that appear to fulfill the needs of Project Diabetes. Among the several strengths the TDH will look for in the Letters of Intent are:

- **NEED** – The extent to which the project will address the defined need in the applicant’s community;
- **COST EFFECTIVENESS** – The budget will exhibit thoughtful and appropriate use of available dollars;

- **CREATIVITY** – The plan will reflect innovation rather than duplication and will not supplant services that currently exist; and
- **IMPACT** - The project demonstrates the potential to increase access to healthier food and physical activity for the target population.
- **COMMUNITY ENGAGEMENT** – The project must demonstrate an authentic, sustainable relationship with the community to gain feedback on their needs, not as a way to confirm a preexisting agenda.

TDH will email applicants with the highest-scoring LOIs an invitation to apply. The Funding Opportunities website will be updated with the application link one the email has been sent.

The full application will require more detailed information about the applicant's organization and proposed project. TDH's team of evaluators will score applications based on the following sections:

1. Project Description – 70 points maximum
2. Project Work Schedule – 15 points maximum
3. Budget – 10 points maximum
4. Data Surveillance – 5 points maximum
5. **Additional Attachments** – The total of additional attachments may not exceed 10 pages.
 - a. You must include letters of commitment from your partners, stating in bullet points, the expectations and responsibilities of the planned partnership. Mere letters of support are not encouraged;
 - b. Documents that demonstrate public support;
 - c. Convening meeting minutes;
 - d. Relevant photographs; and
 - e. Plans.

III. APPLICATIONS:

To respond to this Request for Application, please complete the **Application and Competitive Requirements**. See also State of Tennessee, Department of Finance and Administration Automated Clearing House (ACH) Credits and Instructions and IRS Form W9 for completion. The **Application** contains detailed questions about your organization's background and the specifics of your proposed project.

Attachment 2 is the Grant Budget. This section shall contain all information relating to cost, based on a line-item budget. Complete the Grant Budget form and the attached Line-Item Details form. A description of how dollars will be used must be provided for each line item completed with a superscript 2 on the end, as applicable for the Budget form.

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

Given the limited amount of available funding and the nature of these applications, priority will be given to applications that minimize indirect costs.

IV. Schedule of Events

The following is the anticipated schedule for awarding grants for the Project Diabetes RFA. The State reserves the right to adjust the schedule as it deems necessary.

EVENT	TIME (Central Time)	DATE (all dates are state business days)
1. RFA Issued		January 27, 2025
2. Letter of Intent Teleconference	10:00 a.m.	January 29, 2025
3. Written "Questions & Comments" Deadline	2:00 p.m.	January 31, 2025
4. State Response to Written "Questions & Comments"		February 5, 2025
5. Letter of Intent Deadline	2:00 p.m.	March 7, 2025
6. State issues Invitations to Apply		March 21, 2025
7. Application Teleconference	10:00 a.m.	March 25, 2025
8. Written "Questions & Comments" Deadline	2:00 p.m.	March 28, 2025
9. State Response to Written "Questions & Comments"		April 2, 2025
10. Deadline for Applications	2:00 p.m.	April 25, 2025
11. Evaluation Notice Released		May 16, 2025

12. Effective Start Date of Contract		July 1, 2025
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Teleconference:

Teleconferences will be held prior to submission of both Letters of Intent and Applications at the time and date detailed in the RFA Schedule of Events to answer questions concerning the funding opportunity. The Letter of Intent Teleconference may be accessed using the following information:

Meeting Name: RFA #34347-54226 Project Diabetes Teleconference

Meeting number (access code): 2308 352 6599

Meeting password: saP723rGxTG

Meeting Link:

<https://tn.webex.com/tn/j.php?MTID=mc96e4a7b3946746256d91adb30599e27>

Join by phone: +1-415-655-0001 US TOLL

Any applicant desiring to submit a Letter of Intent in response to this RFA is encouraged to have at least one (1) representative on the teleconference, however attendance is not mandatory. If you cannot participate, please direct your questions by the scheduled deadline as indicated above, to Melissa Painter, Competitive Procurement Coordinator, listed below in Section IV.

Questions and Answers:

All questions concerning this RFA must be presented to the Competitive Procurement Coordinator shown in Section IV., in writing, on or before the Deadline for Written Questions and Comments as detailed above in the Schedule of Events. Questions may be emailed to the Competitive Procurement Coordinator. The State's responses will be emailed and posted as an Amendment to the following website:

<https://www.tn.gov/health/funding-opportunities.html>.

Deadlines stated above are critical. If documents are submitted late, they will be deemed to be late and cannot be accepted. The clock-in time will be determined by the time of the online submission. No other clock or watch will have any bearing on the time of application receipt.

Each applicant shall assume the risk of the method of dispatching any communication or application to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch.

V. Submission of Letters of Intent:

Please submit Letters of Intent by online submission via the following link no later than the deadline specified in Section III, Schedule of Events in the form and detail specified in this RFA.

Web Link: <https://www.tn.gov/health/funding-opportunities.html>

The Competitive Procurement Director at the address shown is the sole point of contact for this competitive process. **All attachments must use 12-point font.**

Melissa Painter
Competitive Procurement Director
Service Procurement Program
Division of Administrative Services
Andrew Johnson Tower, 5th Floor
710 James Robertson Parkway
Nashville, TN 37243
Phone: (615) 741-0285
Fax: (615) 741-3840
Email: Competitive.Health@tn.gov

Checklist for Letters of Intent:

- ☐ Letter of Intent Form (**1 page**)
- ☐ Competitive Requirements
- ☐ Project Summary (**1 page**)
- ☐ Estimated Budget Form (**1 page**)

Checklist for Submission of Applications:

- ☐ Application (**Attachment 1**)
- ☐ Competitive Requirements
- ☐ Letters of Intent (**Exhibit 1**)
- ☐ Project Work Schedule (**Exhibit 2**)
- ☐ 2-page Budget Form (**Attachment 2**)
- ☐ State of Tennessee, Department of Finance and Administration Automated Clearing House (ACH) Credits and Instructions (**Mailed per instructions on form.**)
- ☐ Form W-9, Request for Taxpayer Identification Number (TIN) and Certification (**Mailed with ACH form.**)

VI. Application Evaluation:

An evaluation committee made up of at least three (3) representatives of the Department of Health will be established to judge the merit of eligible applications.

A. The committee shall review applications on the basis of the information requested in the RFA. Applications will be evaluated based on the following criteria:

- *Adequacy of plan of operation*
- *Proposed expenses and cost effectiveness*
- *Plan for project execution*
- *Past experience with similar projects*
- *Experience of key project personnel*
- *Collaboration with relevant partners*
- *Level of projected impact*

The committee will evaluate and recommend for selection to the Commissioner of the Department of Health, the applications(s) which is(are) most responsive to the State's needs.

B. Any application that is incomplete or contains significant inconsistencies or inaccuracies shall be rejected. The State reserves the right to waive minor variances or reject any or all applications. The State reserves the right to request clarifications from all applicants.

VII. Sample Grant Contract:

Following the State's evaluation, grant contracts will be prepared as shown in the **Sample Grant Contract**. Following the State's evaluation, grant contracts will be prepared as shown in the **Sample Grant Contracts**. There are three different Sample Grant Contracts, and only one would apply for your agency or organization. They are as follows:

GG – Governmental Grant Contract (Cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

GR – Grant Contract (Cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

IG – Interagency Grant Agreement (Cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

If a grant is awarded to a governmental entity established pursuant to Tennessee Code Annotated (such as a human resource agency, a developmental district, the University of Tennessee, or a Board of Regents school), the standard terms and conditions of the

grant will be revised accordingly; however, significant performance requirements will not be revised.

It is imperative that each applicant review the entire Sample Contract with their legal counsel prior to submitting an application for a Project Diabetes grant award and notify the State in advance if it cannot accept any terms or conditions. Please submit any exceptions to contract language with the Application for Project Diabetes. **Taking any exceptions to State contract language may result in the Application being deemed non-responsive and rejected. Any later requests for contract changes will not be considered.**

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



FACT SHEET

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413



Technology Solutions That Power Your Business

city of red bank new computers for Windows 11

Quote # 022320 Version 1

Prepared for:

City of Red Bank Tennessee

Product

Description		Price	Qty	Ext. Price
21MS008QUS  Lenovo ThinkBook 16 G7 IML 16" Notebook - WUXGA - Intel Core Ultra 5 125U - 16 GB - 512 GB SSD - English (US) Keyboard - Arctic Gray - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam		\$947.57	12	\$11,370.84
40B00135US  Lenovo - Open Source Docking Station - for Notebook/Monitor - 100 W - USB Type C - 4 Displays Supported - 4K - 3840 x 2160 - 4 x USB Type-A Ports - USB Type-A - 1 x USB Type-C Ports - USB Type-C - 1 x RJ-45 Ports - Network (RJ-45) - HDMI - DisplayPort - T		\$273.94	12	\$3,287.28
12U3000UUS  Lenovo ThinkCentre M70s Gen 5 Desktop Computer - Intel Core i5 14th Gen i5-14400 - 16 GB - 512 GB SSD - Small Form Factor - Black - Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics 730 DDR5 SDRAM - DVD-Writer - English Keyboard - IEEE 802.		\$1,161.79	4	\$4,647.16
83D80008US  Lenovo IdeaPad Slim 7 14IMH9 14" Touchscreen Notebook - WUXGA - Intel Core Ultra 7 155H - Intel Evo Platform - 32 GB - 1 TB SSD - English (US) Keyboard - Luna Gray - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel Arc Graphics - Eyesafe - Fro		\$1,150.96	2	\$2,301.92

Subtotal: **\$21,607.20**

Labor

Description		Price	Qty	Ext. Price
Service - Engineering Services  Service - Engineering Services Service - Engineering Services Onsite & Remote Services for Engineering Support		\$180.00	36	\$6,480.00

Subtotal: **\$6,480.00**

Shipping

Description		Price	Qty	Ext. Price
Shipping	Shipping Shipping	\$55.00	1	\$55.00
Subtotal:				\$55.00

city of red bank new computers for Windows 11

Prepared by:

RJ Young

Shane Bizzell
 423-443-3145
 shane.bizzell@rjyoung.com
 Technical Account Manager

Prepared for:

City of Red Bank Tennessee

3105 DAYTON BLVD
 RED BANK, TN 37415
 Dan Seymour
 (423) 322-3564
 dseymour@redbanktn.gov

Quote Information:

Quote #: 022320

Version: 1
 Delivery Date: 04/01/2025
 Expiration Date: 04/11/2025

Quote Summary

Description	Amount
Product	\$21,607.20
Labor	\$6,480.00
Subtotal:	\$28,087.20
Shipping:	\$55.00
Total:	\$28,142.20

Payment Options

Description	Payments	Interval	Amount
Purchase			
Purchase	1	One-Time	\$28,142.20

Summary of Selected Payment Options

Description	Amount
Purchase: Purchase	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RJ Young

City of Red Bank Tennessee

Signature: _____
Name: Shane Bizzell
Title: Technical Account Manager
Date: 04/01/2025

Signature: _____
Name: Dan Seymour
Date: _____

Managed Services Agreement

This Managed Services Agreement is entered into by and between RJ Young Company, LLC, (hereinafter referred to as "Service Provider"), and City of Red Bank Tennessee (hereinafter referred to as "Client") for the provision of managed network services and is effective as of 1/1/0001 12:00:00 AM.

Term of Agreement

This Managed Service agreement shall remain in force for a period of 36 months and be reviewed annually to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this agreement, these increases will not exceed 15% of the value of the existing monthly fees due under this agreement. The Managed Service agreement automatically renews for a subsequent 1-year term beginning on the day immediately following the end of the initial term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this agreement. This agreement may be terminated by the Client upon ninety (90) days written notice.

This agreement may be terminated by the Service Provider upon ninety (90) days written notice to the Client. If either party terminates this agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

Fees and Payment Schedule

Fees will be, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. The one-time set up (or onboarding) fee will be billed upon agreement execution. Services may be suspended if payment is not received within 15 days following date due. It is understood that any and all services requested by Client that fall outside of the terms of this agreement will be considered projects, and will be quoted and billed as separate, individual services.

Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

Coverage

Remote help desk and vendor management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 8:00 am – 5:00 pm CST Monday - Friday, excluding holidays. After Hours Support will be provided on an on-call bases from 5:00 pm – 10:00 pm CST Monday – Friday; Saturday – Sunday 10:00 am – 8:00 pm CST. All services qualifying under these conditions, as well as services provided outside this scope will fall under this provision.

Service Provider recognizes the following as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day. If the holiday falls on a weekend, the workday prior to or after that weekend may be recognized as the holiday.

Support and Escalation

Service Provider will respond to Client's trouble tickets under the provisions of this agreement , and with best effort after hours or on holidays. Trouble tickets can only be opened by end users employed by Client and are covered under this agreement's allotment. Trouble tickets may be opened by email to our Help Desk, or by phone if email is unavailable. Each

call will be assigned a trouble ticket number for tracking.

Limitations of Liability

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Hardware/System Support

Service Provider shall provide support of hardware and systems specified in this agreement, provided that all hardware is covered under a currently active vendor support contract; or replaceable parts be readily available, and all Software be genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows must have currently supported operating systems and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows operating systems OR Mac OS must be running currently supported operating systems and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All server and desktop software must be genuine, licensed and vendor-supported.
4. The environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.
5. The environment must have a currently licensed, vendor-supported backup solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
7. All wireless data traffic in the environment must be securely encrypted.

Excluded Services

Service rendered under this agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacture warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any software, licensing, or software renewal or upgrade fees of any kind, unless as specified in this agreement.

4. The cost of any 3rd party vendor or manufacturer support or Incident Fees of any kind.
5. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
7. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in this agreement.
8. Programming (modification of software code) and program (software) maintenance unless as specified in this agreement number.
9. Training Services of any kind, unless specified in this agreement.

Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

Miscellaneous

This agreement shall be governed by the laws of the State of Tennessee. It constitutes the entire agreement between Client and Service Provider for monitoring/maintenance/service of equipment listed in this agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Modifications of Service Agreement

This Service Agreement covers only those services and equipment listed in this agreement. Service Provider must deem any equipment/services Client may want to add to this agreement after **1/1/0001 12:00:00 AM** acceptable. The addition of equipment/services not listed in this agreement at the time of signing, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

Assumptions

- From time-to-time vendor prices are subject to change. This is outside of the Service Provider's control and will be communicated with as much notice as possible.
- Customer will provide required authentication credentials or be available for proper access to systems being created or modified.
- The costs included are on current known estimations. In the event quantities change, the change will be reflected in the subsequent monthly invoices.

Lease Agreement Terms

CONTRACT NUMBER: 022320

1. **PAYMENTS.** We agree to lease to you and you agree to lease from us the items listed above. You promise to pay us the Lease payments according to the terms of the Selected Payment Options shown above.
2. **GENERAL TERMS.** With your signature, you agree to all the terms and conditions of this Lease. This agreement will begin on the latter of the delivery date of the items or commencement date **1/1/0001 12:00:00 AM** Unless otherwise set forth in this agreement, each Lease payment is due and payable monthly. Payment is due upon receipt of invoice. The Lease payment is due whether or not you receive an invoice from us. You may have paid us a security deposit as indicated in this Lease. If this Lease does not commence for reasons other than our own negligence, we may retain such monies to compensate us for our credit and other administrative costs. If any part of the security deposit remains at the end of the term of this Lease, we will return the remainder to you, without interest, provided you are not then in default under the Lease. You will make all payments required under this Lease to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$25.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
3. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HEREBY APPOINT US AND OUR AGENTS AS YOUR ATTORNEY-IN-FACT AND GRANT US AND OUR AGENTS POWER OF ATTORNEY IN YOUR NAME TO SIGN AND FILE UNIFORM COMMERCIAL CODE FINANCING STATEMENTS RECORDING SUCH A SECURITY INTEREST. You agree to reimburse us for all filing costs and processing fees.
4. **REPAIRS AND USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and shall comply with, and conform to, all federal, state, municipal and other laws, ordinances and regulations in any way relating to the possession or use of the Equipment. You will maintain the Equipment in good repair, condition and working order, and will furnish all parts and services required at your expense. All such parts when furnished shall immediately become our property and part of the Equipment for all purposes. We may inspect the Equipment at any time and from time to time during regular business hours.
5. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Lease. We may, without notifying you, sell, assign, or transfer this Lease and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.
6. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid Lease payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, plus all other amounts due or that may become due under this Lease. If you have satisfied your obligations under this Section 6, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under this Lease.
7. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or government authority.
8. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Lease. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the

operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Unless you purchase the Equipment in accordance with the option to do so provided for in Section 9 of this Lease, at the expiration or earlier termination of this Lease, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except for ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory at the end of the lease term. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

- 9. PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 30 days written notice before the end of the initial term or any renewal term of this Lease, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for an additional one year renewal term. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER and this lease will terminate.
- 10. YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Lease; (a) you have the lawful power and authority to enter into this Lease; (b) the individuals signing this Lease have been duly authorized to do so on your behalf; (c) by entering into this Lease you will not violate any law or other Lease to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Lease; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.
- 11. YOUR PROMISES.** In addition to the other provisions of this Lease, you agree that during the term of this Lease; (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Lease.
- 12. DEFAULT.** You will be in default under this Lease if any of the following events occur: (a) you fail to make any Lease payment or other sum when due; (b) you fail to comply with any other term or condition of this Lease or any other Lease between us, or fail to perform any obligation imposed upon you relating to this Lease or any such other Lease; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.
- 13. REMEDIES.** In the event you default under this Lease, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Lease without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amounts that are then due, plus all of our reasonable legal costs, including but

not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Lease or under law.

- 14. NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Lease. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Lease. At any time after this Lease is signed, you or we may change an address by giving notice to the other of the change.
- 15. MISCELLANEOUS.** This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this Lease is signed by you, the Lease constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Lease must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If a court finds any provision of this Lease to be unenforceable, the remaining terms of the Lease shall remain in effect.
- 16. JURISDICTION.** You and any Guarantor agree that this Lease will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.
- 17. INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Lease which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

Purchase Agreement Terms

CONTRACT NUMBER: 022320

1. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
2. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
3. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$25.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
4. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
5. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement..
6. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document..

Credit Terms

FOR AND IN CONSIDERATION of the extension of credit for the purchase or lease of office equipment, supplies, and/or services, the undersigned applicant(s) agree(s) to:

- Furnish any additional financial information, including but not limited to current financial statements, personal or corporate, from time to time as requested by the credit grantor or any material changes in the condition of the applicant (firm).

All proprietors, general partners, members, and/or guarantors hereby, individually understand that they hereby authorize RJ Young to check customers' credit, both consumer and commercial, and authorize any party receiving a credit inquiry to have this information provided back to them upon request.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission.

I (we) understand that the extension of credit is only for the use of the Applicant and any use by any other person or entity is a violation of this Agreement. If at any time I (we) authorize any other person or entity to charge on my (our) credit account, I (we) will remain liable for any and all charges, known or unknown, and I (we) understand that my (our) credit privileges may be suspended or withdrawn without further notice.

I (we) understand that information furnished to RJ Young can be used for the purpose of obtaining credit related to your firm. That I am (we are) authorized, in my (our) capacity, to bind my (our) firm accordingly.