



TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS

Location: Giles County, Tennessee

Date: 10.19.2026 / Time: 9:00 am

- I. **Preliminaries**
 - a. Call to order by the Chairman / Roll Call
 - b. Meeting opened by Sheriff
 - c. Prayer and Pledge
 - d. Agenda Concurrence
 - e. Approval of Minutes of the September 21, 2026, Regular Session of the Giles County Legislative Body
 - f. Approval of Minutes of the October 2, 2026, Special Session of the Giles County Legislative Body
 - g. Public Comment
- II. **County Executive and Department Head Reports**
 - a. County Executive - Knox Vanderpool
 - b. EDC Director - Phil Reese
- III. **Elections:**
 - a. Notaries Public at Large
Renewal: Amanda Blair Burlison, Kelley, Duncan, Dixie Holt
New: Anne H Duffell, Eali Felker Holley
 - b. Elections/ Appointments of Additional Boards & Commissions:
Ethics & Title VI Committee, Adult Oriented Establishment Board, Non-Profits Board
- IV. **Reports:**
 - a. Giles County Finance Director for August, 2026, including the following: Giles County General Fund, Drug, Probation, Highway, School General, School Federal, School Food Service, Debt Service, General Capital Project, Education Capital Projects, Education Capital #2, Other Capital Projects
 - b. Giles County Health Department Quarterly Report
 - c. Giles County Library Quarterly Report
- V. **Contracts, Agreements & Grants**
 - a. ARP Broadband Ready Grant Amendment (additional \$1,623.25)
 - b. Archives Development Grant (\$9,336)
 - c. Healthy Built Environment Amendment (Ag Park Playground – moving funds from FY26 to FY27)
 - d. Rural Health Transformation ADA Door Project – Health Department (\$30,000)
- VI. **Amendments & Resolutions**
 - a. Resolution 2026-62
 - b. Resolution 2026-63 / Amendment - Oct 19 2026
 - c. Rules of Order

*Note: The Chair will ensure time for public comment at the commencement of open discussion / prior to voting.
Members of the public are limited to 5 minutes duration, remaining time may not be transferred to another individual.*

Giles County Government

- VII. Unfinished Business**
- VIII. New Business**
- IX. Public Comment**
- X. Announcements**
- XI. Adjournment**



Respectfully Submitted this 13th day of October 2026

Whitney W. Kimbrough

Giles County Clerk

*Note: The Chair will ensure time for public comment at the commencement of open discussion / prior to voting.
Members of the public are limited to 5 minutes duration, remaining time may not be transferred to another individual.*

GILES COUNTY LEGISLATIVE BODY, SEPTEMBER 21, 2026

BE IT REMEMBERED AT THE Regular Session of the Giles County Legislative Body, begun and held on the 21st day of September, 2026, at the Courthouse in Pulaski, Tennessee, present and presiding the Honorable Whitney Kimbrough, County Clerk, and the following Board of Commissioners, to-wit:

1. Lynn Albury, Jan Beecham, Kathy Roberts
2. Sarah Suddarth, Brandon Beard, Tracy Wilburn
3. Chris Adcock, Rickie Carpenter, Thomas (T) Price
4. Matthew Hopkins, Caleb Savage, Chris Winborn
5. Gayle Jones, Tommy Pollard, Steve Woods
6. Evan Baddour, James Gentry, Richard Kemp
7. Carman Brown, Mike Cesarini, Judy Pruett

Knox Vanderpool, County Executive, Whitney W Kimbrough, County Clerk, Michael Woodard, Chief Deputy Sheriff, Leeland Amlaner, Sheriff Deputy, and Joe Purvis, Sheriff, when the following proceedings were had, to-wit:

INVOCATION

The invocation was given by Third District County Commissioner Rick Carpenter.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

The Pledge of Allegiance to the Flag of the United States of America was led by Third District County Commissioner Rick Carpenter.

AGENDA CONCURRENCE

County Clerk Kimbrough asked if there were any additions or corrections to the agenda for the September 21, 2026, meeting. Matthew Hopkins requested to move Rules of Order to New business rather than under reports and County Clerk Kimbrough asked to add consideration of Mr. Billy Mattox to become a magistrate under new business as well. With said addition, the County Clerk, thereupon, declared said agenda approved.

APPROVAL OF MINUTES August 17, 2026, Regular Session

Upon motion of Tracy Wilburn and seconded by Judy Pruett, it was ordered by the Court that the minutes of the August 17, 2026, Regular Session of the Giles County Legislative Body be approved, which the County Clerk asked if there were any corrections or additions, and having none, he, thereupon, declared motion approved by unanimous consent.

ADDRESS COMMISSION:

COUNTY EXECUTIVE REPORT: Executive Vanderpool designated September as suicide awareness prevention month and reported Giles has secured 13.6 million in various grants through the Central Tennessee Development District.

ECONOMIC DEVELOPMENT DIRECTOR, Philip Reese

SEPTEMBER 2026 DIRECTOR REPORT INFO Unemployment Rates

JULY 2026

July 2026		June 2026 (REV) Rates
Giles County	4.4*	4.7
Lincoln	3.8	4.1
Lawrence	4.2	4.4
Marshall	4.1	4.4
Maury	4.3	4.5
State	3.4	3.5
US	4.1	4.2

*Total labor force at 12,600. June figures show 554 unemployed vs 595 in June

Project Updates:

Project Bruce– An excavation equipment manufacturer. \$40M capital investment. 175 jobs. Need a 40-acre greenfield or a 200,000 sq.ft. building. Zoning industrial or heavy industrial– Did Not Submit

Project Charta – a light industrial manufacturer. They need a 100,000-150,000 sq.ft. building. They also need 8-10 MW. \$200M capital investment and 100-120 jobs- Did Not Submit.

Project Steelwave – Steel fabrication company looking for 15 to 30 acres to build up to 250,000 sq ft building. \$35M investment and 30 to 40 jobs. Company toured Lots 5 and 15 on Sept 2.

Site Development Grant Update – 100,000 sq ft building engineering design contract signed with Barge. Preliminary layout complete.

Exit 14 – Wastewater treatment discussion with Pilot ongoing. Current target startup date for the store is mid-2027.

ThreeStar Grant – Community Meeting tentatively scheduled for September 29 to discuss Giles Outdoor Recreation Plan.

Other –

- Keith Consolidated Industries continuing due diligence on Ardmore Property for their expansion in TN.
- Russells Signs working on repairs to signage in Pulaski Giles County Industrial Park.
- TI Automotive (formerly ABC Technologies) purchased by Mark Dom out of Canada. Company has submitted a PILOT request for ~\$12.5M new investments in building and equipment.
- Hunt Properties – Filed for bankruptcy. Bob Henry, IDB attorney, is exploring what, if any, impact this has on the current TIF that runs through 2036.

· Attended Retail Live Networking event in Nashville on August 27. Had follow up discussions with Zaxby's and a retail recruitment consultant called The Retail Coach.

· Started PlacerAI service August 1.

ELECTION

CHAIRMAN

County Clerk Kimbrough presided over the election of the Chairman of the Giles County Legislative Body. The following commissioners were nominated to serve as Chairman: Caleb Savage by Chris Winborn; Knox Vanderpool by Cathy Roberts; Upon motion of Caleb Savage and seconded by Steve Woods, it was ordered by the Court that nominations cease and said election be held, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

Said election was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Savage: Tracy Wilburn, Matthew Hopkins, Caleb Savage, Chris Winborn, Tommy Pollard, Steve Woods
Vanderpool: Lynn Albury, Jan Beecham, Cathy Roberts, Brandon Beard, Sarah Suddarth, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Gayle Jones, Evan Baddour, James Gentry, Richard Kemp, Carmen Brown, Mike Cesarini, Judith C Pruett

The County Clerk, thereupon, declared Executive Vanderpool elected to serve as Chairman of the Giles County Legislative Body for a one year term. Mr. Vanderpool assumed the position of Chairman.

CHAIRMAN PRO TEM

Caleb Savage was nominated by Judith C Pruett and Tracy Wilburn was nominated by Brandon Beard to serve as Chairman Pro Tem. Upon motion of Matthew Hopkins and seconded by Steve Woods, it was ordered by the Court that nominations cease and said election be held, which said motion was put to the voice vote of the Court and carried. All present voted Aye. Said election was put to the roll call vote of the Court, the detailed results were as follows, to wit:

Savage: Matthew Hopkins, Chris Winborn, Tommy Pollard, Judith C Pruett
Wilburn: Lynn Albury, Jan Beecham, Cathy Roberts, Brandon Beard, Sarah Suddarth, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Gayle Jones, Steve Woods, James Gentry, Richard Kemp, Carmen Brown, Mike Cesarini

Abstain: Tracy Wilburn, Caleb Savage, Evan Baddour

The Chairman, thereupon, declared Tracy Wilburn elected as Chairman Pro Tem for a one year term.

CHAPLAIN

Rickie Carpenter was nominated by Sarah Suddarth; to serve as Chaplain for a one year term. Upon motion of Carmen Brown and seconded by Matthew Hopkins, it was ordered by the Court that

nominations cease and said election be held. Said motion was put to the voice vote of the Court and carried. All present voted Aye.

The vote was unanimous, Commissioner Carpenter was elected as the Chaplain.

NOTARIES PUBLIC AT LARGE

Upon motion of Tommy Pollard and seconded by Steve Woods, it was ordered by the Court that the following names and persons be nominated as Notaries Public at Large for Giles County, Tennessee: (Re-Elections): Gina W. Ament, Ann Basinger, Steve Bledsoe, Tammy Gordon, Tommy Hyatt, David L. Miller, Tony Risner; and (New): Lauren Alexandra Reed, Kimerly Miller Smotherman, LaTasha Talley which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared motion carried and said Notaries Public at Large elected.

ELECTION OF CHAIRMAN AND VICE CHAIRMAN OF COMMITTEES

County Executive Knox Vanderpool presided over the appointment of committees and the election of Chairman, Vice Chairman and Secretaries of said committees.

2026-2027 COMMITTEES

<u>BUDGET</u> D-1 Cathy Roberts - Secretary D-2 Brandon Beard D-3 Rickie Carpenter D-4 Matthew Hopkins D-5 Steve Woods D-6 Evan Baddour - Chairman D-7 Carman Brown - Vice-Chair	<u>LEGISLATIVE</u> (Ethics, etc) D-1 Jan Beecham D-2 Tracy Wilburn - Vice-Chair D-3 Rickie Carpenter - Secretary D-4 Caleb Savage D-5 Tommy Pollard D-6 Evan Baddour - Chairman D-7 Mike Cesarini
<u>INSURANCE</u> D-1 Cathy Roberts - Chairman D-2 Sarah Suddarth - Secretary D-3 Thomas Price D-4 Matthew Hopkins - Vice-Chair D-5 Steve Woods D-6 James Gentry D-7 Judy Pruett	<u>SCHOOL</u> D-1 Cathy Roberts - Secretary D-2 Sarah Suddarth D-3 Thomas Price D-4 Matthew Hopkins - Vice-Chair D-5 Steve Woods D-6 Richard Kemp D-7 Judy Pruett - Chairman
<u>AUDIT</u> D-1 Cathy Roberts D-2 Brandon Beard - Vice-Chair D-3 Thomas Price D-4 Chris Winborn D-5 Steve Woods - Secretary D-6 Richard Kemp	<u>LAW ENFORCEMENT / SAFETY</u> D-1 Lynn Albury D-2 Brandon Beard - Vice-Chair D-3 Thomas Price D-4 Matthew Hopkins D-5 Gayle Jones - Chairman D-6 James Gentry

D-7 Judy Pruett - Chairman	D-7 Mike Cesarini - Secretary
<u>EMERGENCY SERVICES</u> (EMS, EMA) D-1 Lynn Albury - Secretary D-2 Sarah Suddarth D-3 Chris Adcock D-4 Caleb Savage - Chairman D-5 Tommy Pollard - Vice-Chair D-6 Evan Baddour D-7 Carman Brown	<u>ENVIRONMENTAL</u> (Solid Waste, Water) D-1 Lynn Albury D-2 Brandon Beard D-3 Chris Adcock - Vice-Chair D-4 Chris Winborn D-5 Gayle Jones - Secretary D-6 James Gentry D-7 Mike Cesarini - Chairman
<u>PUBLIC SERVICES</u> (Airport, Shelter & Mental Health) D-1 Lynn Albury - Secretary D-2 Sarah Suddarth D-3 Chris Adcock D-4 Chris Winborn D-5 Gayle Jones - Chairman D-6 James Gentry D-7 Carman Brown - Vice-Chair	<u>BUILDING/ PROPERTY</u> (Co Buildings, Renovations, Property Committee) D-1 Jan Beecham D-2 Tracy Wilburn - Chairman D-3 Chris Adcock D-4 Caleb Savage D-5 Gayle Jones - Vice-Chair D-6 Richard Kemp D-7 Judy Pruett - Secretary
<u>HIGHWAY</u> D-1 Jan Beecham D-2 Tracy Wilburn - Chairman D-3 Rickie Carpenter D-4 Chris Winborn D-5 Tommy Pollard - Vice-Chair D-6 James Gentry D-7 Mike Cesarini - Secretary	Purple = Finance & Administration (Meets 9am 1st Thurs after BoE meet.) Starting in Nov. Red = Public Safety (Meets 9am 1st Monday each month.) Green = Infrastructure (Meets 9am 2nd Tuesday ea mo.) Change to 1st Tuesday?

Following said elections, upon motion of Tracy Wilburn and seconded by Steve Woods, it was ordered by the Court that said committees be approved and adopted, which said motion was put to the roll call vote of the court, the detailed results were as follows:

Ayes: Lynn Albury, Jan Beecham, Kathy Roberts, Sarah Suddarth, Brandon Beard, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Matthew Hopkins, Caleb Savage, Chris Winborn, Gayle Jones, Tommy Pollard, Steve Woods, Evan Baddour, James Gentry, Richard Kemp, Carman Brown, Mike Cesarini, Judy Pruett.

No: None

The County Executive, thereupon, declared motion carried and said committee appointments approved and adopted.

COUNTY ATTORNEY

Richard Dunavant was nominated by Tommy Pollard and Tim Underwood was nominated by Rickie Carpenter to serve as County Attorney. Upon motion of Gayle Jones and seconded by Steve Woods, it was ordered by the Court that nominations cease and said election be held, which said motion

was put to the voice vote of the Court and carried. Said election was put to the roll call vote of the Court, the detailed results were as follows, to wit:

Suspended the rules for each candidate to speak for 5 minutes

Dunavant: Lynn Albury, Tracy Wilburn, Thomas (T) Price, Gayle Jones, Tommy Pollard, Steve Woods, Mike Cesarini

Underwood: Jan Beecham, Cathy Roberts, Brandon Beard, Sarah Suddarth, Chris Adcock, Rickie Carpenter, Matthew Hopkins, Evan Baddour, James Gentry, Carman Brown, Judy Pruett

Abstain: Caleb Savage, Chris Winborn, Richard Kemp

The Chairman, thereupon, declared Tim Underwood elected as County Attorney for a one year term.

COUNTY FINANCIAL MANAGEMENT COMMITTEE

Upon nomination of Matthew Hopkins by Caleb Savage, Steve Woods by Gayle Jones and Richard Kemp by Evan Baddour. Motion for nominations to cease made by Steve Woods and seconded by Tommy Pollard. The election was put to a voice vote. 21 ayes

The County Executive, thereupon, declared Matthew Hopkins, Steve Woods, and Richard Kemp elected to serve on the County Financial Management Committee for one year terms. Other members of said committee are: Knox Vanderpool, County Executive, Vickie M. Beard, Director of Schools, and Gene Barnickle, Highway Superintendent who are appointed to said committee by statue and Evan Baddour, Chairman of the Budget Committee who is appointed to said committee by Rule of the court.

ECONOMIC DEVELOPMENT COMMITTEE

Richard Kemp was appointed by Executive Vanderpool. Upon motion of Evan Baddour and Seconded by Chris Winborn, it was said person be elected by acclamation, which said motion was put a voice vote. Vote passed unanimously

The County Executive, thereupon, declared motion carried and Richard Kemp, Executive Vanderpool and Evan Baddour be appointed to the EDC for one year terms.

REGIONAL PLANNING COMMISSION

Upon motion by Carman Brown and seconded by Evan Baddour, it was ordered by the Court that County Executive Knox Vanderpool's appointees: Cam Winterburn, George Witt, Daryl Williamson, Will Mayfield, Rickie Carpenter, Cathy Roberts and Sarah Suddarth, be elected to serve on the Regional Planning Commission for four year terms, which said was put to a voice vote of the court and passed unanimously.

The County Executive, thereupon, declared motion carried and said appointments to Regional Planning Commission approved.

AGRI PARK COMMITTEE

Upon motion by Tracy Wilburn and seconded by Tommy Pollard, it was ordered by the court that County Executive Knox Vanderpool's appointees: Jan Beecham, Thomas (T) Price, Carman Brown, Sarah

Suddarth, and James Gentry be appointed to the Agri-Park Committee for one year terms, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Jan Beecham, Thomas (T) Price, Carman Brown, Sarah Suddarth, and James Gentry appointed to serve on the Agri-Committee for one year terms.

GILES COUNTY WATER ALLIANCE

Upon motion by Tracy Wilburn and seconded by Judy Pruett, it was ordered by the court that County Executive Knox Vanderpool's appointees: Evan Baddour, Brandon Beard and Daryl Williamson be appointed to the Giles County Water Alliance for one year terms, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Evan Baddour, Brandon Beard and Daryl Williamson appointed to serve on the Giles County Water Alliance committee for one year terms

AG-EXTENSION COMMITTEE – Fill Vacancy

Upon motion by Evan Baddour and seconded by Carmen Brown, it was ordered by the court that County Executive Knox Vanderpool's appointees: Mike Cesarini appointed to fill the vacant seat of the AG-Extension Committee for one year terms, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Mike Cesarini was appointed to serve on the Ag-Extension committee for one year terms.

OPIOID BOARD

Upon motion by Tracy Wilburn and seconded by Tommy Pollard, it was ordered by the court that County Executive Knox Vanderpool's appointees: Ezell, Sheriff Joe Purvis, Tammy Mathis, Tamy Gordon and Kevin Wells be appointed to Opioid Board for one year terms, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Ezell, Sheriff Joe Purvis, Tammy Mathis, Tamy Gordon appointed to serve on the Opioid Board for one year terms.

PUBLIC RECORDS COMMISSION

Upon motion by Rickie Carpenter and seconded by Tracy Wilburn, it was ordered by the court that County Executive Knox Vanderpool's appointees: Gayle Jones and Lynn Albury be appointed to the Public Records Commission for one year terms, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Gayle Jones and Lynn Albury appointed to serve on the Public Records Commission for four year terms

MEDICAL EXAMINER

Upon motion by Tracy Wilburn and seconded by Sarah Suddarth, it was ordered by the court that County Executive Knox Vanderpool's appointee: Dr. Joe Fite be appointed as the Medical Examiner for one year term, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Dr. Joe Fite appointed to serve on as the Medical Examiner for one year term.

County Historian

Upon motion by Carmen Brown and seconded by Chris Winborn, it was ordered by the court that County Executive Knox Vanderpool's appointee: Sam T. Collins be appointed to be the County Historian for a one year term, which said motion was put to a voice vote with 21 ayes.

The County Executive, thereupon, declared motion carried and Sam T. Collins appointed to serve as the County Historian for one year term.

BEER BOARD

Jan Beecham, Tracy Wilburn, Thomas (T) Price, Chris Winborn, Steve Woods, James Gentry and Carmen Brown were each nominated to serve on the beer board from their respective districts. The motion was made to elect by acclamation by Judy Pruett and seconded by Matthew Hopkins. The vote was put to a voice vote and passed with 21 ayes.

The County Executive, thereupon, declared motion carried and appointments of Jan Beecham, Tracy Wilburn, Thomas (T) Price, Chris Winborn, James Gentry, and Carmen Brown to serve on the beer board for one year term for even districts and 2-year terms for odd districts as there were none to carry over this year. (Beer board alternate an even and odd years rotation)

MAGISTRATE

Upon motion of Evan Baddour and seconded by Cathy Roberts, the commission also appointed Billy T. Maddox as a magistrate. The vote was put to a voice vote with 21 ayes. Motion carried to hire Billy T. Maddox.

REPORTS

Giles County Finance Director (July 2026) which includes: Giles County General Fund, Drug, Probation, Highway, School General, School Federal, School Food Service, Debt Service, General Capital Projects, Education Capital Projects, Education Capital #2, and other Capital Projects.

Comptroller acknowledgment of receipt of a certified copy of the fiscal year 2027 budget.

Upon motion by Caleb Savage and seconded by Matthew Hopkins, it was ordered by the court that said reports of the Giles County Finance Director (July 2026) which includes: Giles County General Fund, Drug, Probation, Highway, School General, School Federal, School Food Service, Debt Service, General Capital Projects, Education Capital Projects, Education Capital #2, and other Capital Projects; and the Comptroller acknowledgment of receipt of a certified copy of the fiscal year 2027 budget, when said reports were shown to the court, be approved as filed, which said motion was put to the roll call vote of the court, the detailed results were as follows, to-wit:

Aye: Lynn Albury, Jan Beecham, Kathy Roberts, Sarah Suddarth, Brandon Beard, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Matthew Hopkins, Caleb Savage, Chris Winborn, Gayle Jones, Tommy Pollard, Steve Woods, Evan Baddour, James Gentry, Richard Kemp, Carman Brown, Mike Cesarini, Judy Pruett.

No: None

The County Executive, thereupon, declared motion carried and said reports approved as filed.

CONTRACTS, AGREEMENTS AND GRANTS

GCBOE – State & Local Cyber Security Program – FY ending June 30, 2027

Upon motion of Judy Pruett and seconded by Tracy Wilburn, It was ordered by the Court that said contract: GCBOE – State & Local Cyber Security Program – FY ending June 30, 2027, be received, filed, and accepted, which said motion was put to the roll call vote of the court, the detailed results were as follows, to-wit:

Aye: Lynn Albury, Jan Beecham, Kathy Roberts, Sarah Suddarth, Brandon Beard, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Matthew Hopkins, Caleb Savage, Chris Winborn, Gayle Jones, Tommy Pollard, Steve Woods, Evan Baddour, James Gentry, Richard Kemp, Carman Brown, Mike Cesarini, Judy Pruett.

No: None

The County Executive, thereupon, declared motion carried and said contract received, filed and accepted.

RESOLUTIONS

- | | |
|---------|--|
| 2026-58 | Authorizing the amendment of the 2026-2027 Budget, General Purpose School Fund 141 |
| 2026-59 | Authorizing Resolution for the approval of Surety Bonds for other county officials & county employees required to have bonds. |
| 2026-60 | Authorizing Resolution for the approval of Surety Bonds for other county officials & county employees required to have bonds – Office of the Trustee – Tony Risner |

Upon motion by Cathy Roberts and seconded by Carmen Brown, to combine all three. It was put to a voice vote and passed with 21 ayes to combine all three.

Upon motion by Tracy Wilburn and seconded by Rickie Carpenter, it was ordered by the Court that said resolutions be adopted, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Lynn Albury, Jan Beecham, Kathy Roberts, Sarah Suddarth, Brandon Beard, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Matthew Hopkins, Caleb Savage, Chris Winborn, Gayle Jones, Tommy Pollard, Steve Woods, Evan Baddour, James Gentry, Richard Kemp, Carman Brown, Mike Cesarini, Judy Pruett.

No: None

The County Executive, thereupon, declared motion carried and said resolutions adopted.

NEW BUSINESS

Resolution 2026-61 – Health Insurance with annual employer HSA contribution School Copier Contract Rules of order

Upon motion by Sarah Suddarth and seconded by Carmen Brown, it was ordered by the court that said resolution be adopted, then with some discussion it was ordered to call the question and motion was made by Steve Woods and seconded by Matthew Hopkins to send to the Insurance committee, which said motion was put to the roll call vote of the court, the detailed results were as follows, to -wit:

Aye: Lynn Albury, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price, Matthew Hopkins, Caleb Savage, Chris Winborn, Gayle Jones, Tommy Pollard, Steve Woods, James Gentry, Judy Pruett

No: Jan Beecham, Cathy Roberts, Brandon Beard, Sarah Suddarth, Evan Baddour, Richard Kemp, Carmen Brown, Mike Cesarini

The County Executive, thereupon, declared motion carried and would be sent to the insurance committee.

SCHOOL COPIER CONTRACT – GCHS – EXECUTIVE OFFICE SOLUTIONS

Upon motion of Judy Pruett and seconded by Steve Woods, It was ordered by the Court that said contract: School Copier Contract – GCHS – Executive Office Solutions, be received, filed, and accepted, which said motion was put to the roll call vote of the court, the detailed results were as follows, to-wit:

Aye: Lynn Albury, Jan Beecham, Kathy Roberts, Sarah Suddarth, Brandon Beard, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price, , Chris Winborn, Gayle Jones, Tommy Pollard, Steve Woods, Evan Baddour, James Gentry, Richard Kemp, Carman Brown, Mike Cesarini, Judy Pruett.

No: Matthew Hopkins

Abstain: Caleb Savage

The County Executive, thereupon, declared motion carried and said contract received, filed and accepted

RULES OF ORDER

Upon motion by Tracy Wilburn and seconded by Matthew Hopkins, it was ordered by the court to send the Rules of Order to the Legislative Committee for discussion, which said motion was put to the rolls call vote of the court, the detailed results were as follows, to-wit:

Aye: Lynn Albury, Tracy Wilburn, Chris Adcock, Rickie Carpenter, Thomas (T) Price,
Matthew Hopkins, Caleb Savage, Chris Winborn, Gayle Jones, Tommy Pollard,
Steve Woods, Evan Baddour, James Gentry, Richard Kemp, Carmen Brown, Judy Pruett

No: Jan Beecham, Cathy Roberts, Brandon Beard, Sarah Suddarth, Mike Cesarini

UNFINISHED BUSINESS

Evan Baddour – Water Study assessment of the Campbellsville Spring

ADJOURNMENT

Motion by Tracy Wilburn and seconded by Matthew Hopkins
7:49 pm

**GILES COUNTY LEGISLATIVE BODY
SPECIAL SESSION
October 2, 2026**

BE IT REMEMBERED AT THE Special Session of the Giles County Legislative Body, begun and held on the 2nd day of October 2026, at 9:00 A. M., at the Courthouse in Pulaski, Tennessee, present and presiding the Honorable Knox Vanderpool, Chairman, and the following Board of Commissioners, to-wit:

1. Lynn Albury, Jan Beecham, Cathy Roberts
2. Brandon Beard, Sarah Suddarth, Tracy Wilburn
3. Chris Adcock, Rick Carpenter, Thomas (T) Price
4. Matthew Hopkins, Chris Winborn
5. Gayle Jones, Tommy Pollard, Steve Woods
6. Evan Baddour, James Gentry, Richard Kemp
7. Carman Brown, Mike Cesarini, Judy Pruett

Knox Vanderpool, County Executive, Whitney W. Kimbrough, County Clerk, Joe Purvis, Giles County Sheriff, Michael Woodard, Deputy Sheriff and Tim Underwood, County Attorney, when the following proceedings were had, to-wit:

INVOCATION

The invocation was given by Third District County Commissioner Rickie Carpenter.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

The Pledge of Allegiance to the Flag of the United States of America was led by Third District County Commissioner Rickie Carpenter

Resolution 2026-61 and County Employee Insurance Options with flat rates and Annual employer HSA Contribution with Appendix B attached

Upon motion by Matthew Hopkins and seconded by Chris Winborn, it was ordered by the court to put to a roll call vote, the detailed results were as follows, to-wit:

Aye: Jan Beecham, Cathy Roberts, Brandon Beard, Sarah Suddarth, Chris Adcock, Rick Carpenter, Thomas (T) Price, Matthew Hopkins, Chris Winborn, Evan Baddour, James Gentry, Richard Kemp, Carman Brown, Mike Cesarini, Judy Pruett

No: Lynn Albury, Tracy Wilburn, Gayle Jones, Tommy Pollard, Steve Woods

Absent: Caleb Savage

The County Executive, thereupon, declared the motion passed

With no other business on the agenda, County Executive Knox Vanderpool declared said October 2, 2026, Special Session of the Giles County Legislative Body adjourned at 9:41 AM.

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE
FOR THE MONTH ENDING AUGUST 2026

FUND	BEGINNING		RECEIPTS	DISBURSEMENTS	TRUSTEE'S		ENDING CASH
	CASH BALANCE				COMMISSION		
101 GENERAL	8,503,533.28		751,957.48	2,054,800.86	7,229.06		7,193,460.84
122 DRUG	123,092.31		992.72	9,450.00	9.93		114,625.10
128 PROBATION FUND	27,499.22		-	-	-		27,499.22
131 HIGHWAY	2,304,659.54		267,596.21	484,119.57	2,749.54		2,085,386.64
141 SCHOOL GENERAL	9,281,801.36		3,518,199.47	3,367,799.86	11,589.74		9,420,611.23
142 SCHOOL FEDERAL	670,613.81		211,025.63	212,245.18	-		669,394.26
143 SCHOOL FOOD SERVICE	1,464,818.02		258,012.56	185,045.25	-		1,537,785.33
151 DEBT SERVICE	1,269,794.36		19,716.27	-	197.16		1,289,313.47
171 GENERAL CAPITAL PROJ	8,880,579.19		954,187.18	421,628.90	694.25		9,412,443.22
177 EDUC CAPITAL PROJ	109,174.58		-	-	-		109,174.58
178 EDUC CAPITAL #2	1,859,160.62		-	580,785.93	-		1,278,374.69
189 OTHER CAPITAL PROJ	5,282,479.72		79,161.52	-	791.62		5,360,849.62
TOTALS	39,777,206.01		6,060,849.04	7,315,875.55	23,261.30		38,498,918.20

Respectfully submitted,

Beth Moore-Summers, Finance Director

Giles County Health Department
209 S. Cedar Lane
Pulaski, TN 38478
931-363-5506

TO: Honorable Members of the Giles County Quarterly Court

FROM: Giles County Health Department

DATE: October 1st, 2026

Services for the Third Quarter of 2026

The Giles County Health Department partnered with UT Southern to provide immunizations to incoming college students. We also participated in the annual Community Baby Shower, where we shared information with local families about the services and resources available through the Health Department.

In addition, we continue to provide free Naloxone kits and Second Harvest Food Boxes to community members upon request.

Number of Visits by Program
August 1st, 2026-September 30th, 2026

Aids Prevention	44
Birth Certificates	309
Breastfeeding	64
Breast & Cervical	7
Care Coordination	26
Child Health (includes immunizations)	180
EPSD&T	4
Family Planning	110
HUGS	227
Men's Health	22
Sexually Transmitted Disease	159
Smoking Cessation (GIFTS Program)	1
TennCare Advocacy	490
Tuberculosis	4
Vital Records	119
Women's Health	40
WIC (<i>Women, Infants and Children</i>)	449
Nutrition-Medical	1

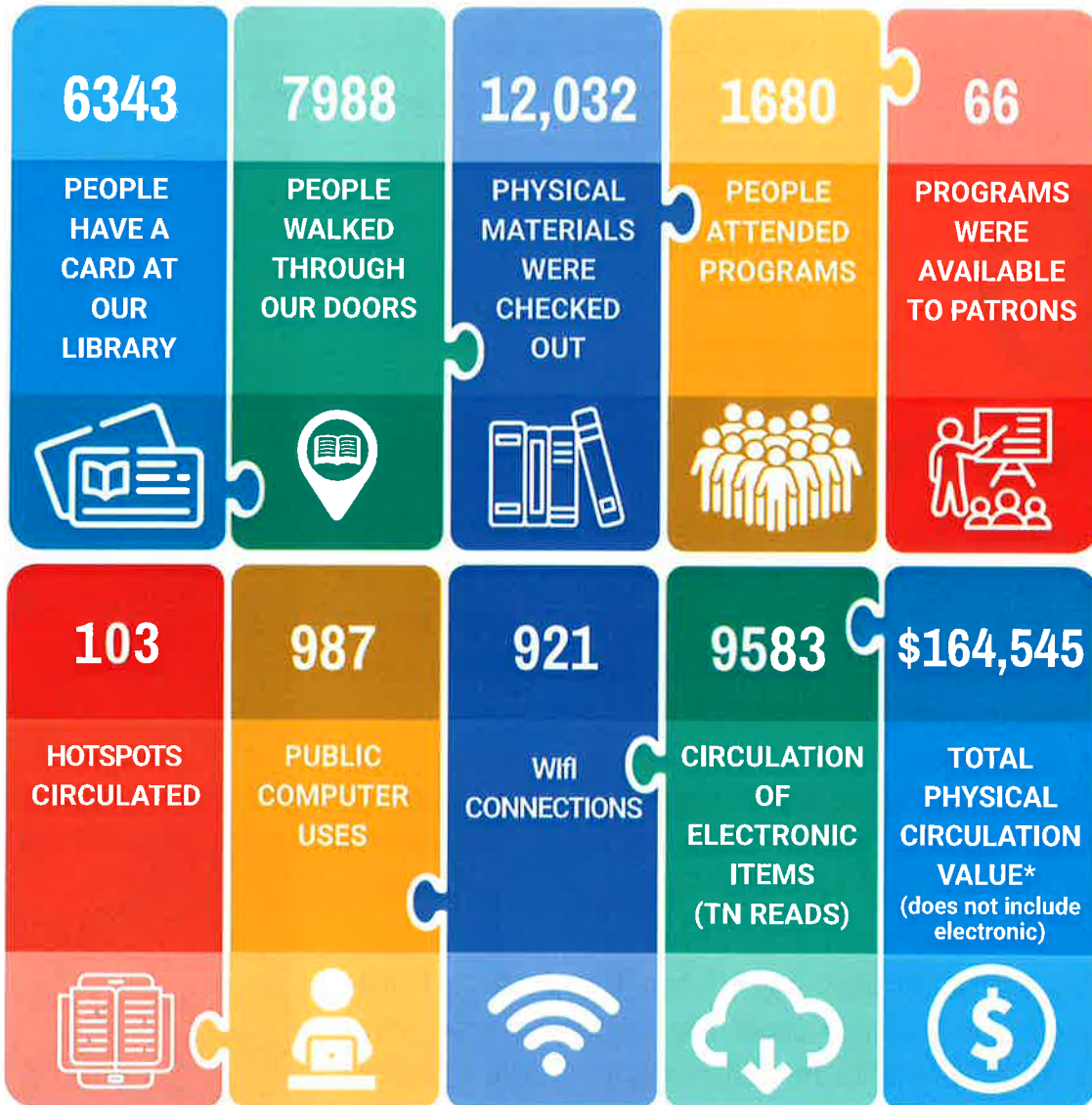
Summary of Immunizations
August 1st, 2026-September 30th, 2026

DTaP (Diphtheria, Tetanus, Acellular Pertussis)	15
TD (Tetanus, Diphtheria)	0
Tdap (Tetanus, Acellular Pertussis)	39
IPV (Inactivated Polio)	8
HBV-Adult/Pediatric (Hepatitis B)	5
MMR (Measles, Mumps, Rubella) & MMV (MMR + Varicella)	29
Varicella (Chickenpox)	22
RTA (Rotavirus)	3
P13/P15/P20 (Pneumococcal Meningitis)	15
HIB (Haemophilus Influenza type b)	5
HAS (Hepatitis A)	25
MC4 (Meningococcal)	24
HPV/HPA (Genital Human Papillomavirus)	13
FLU (Influenza)	5
RSV	0
Vaxelis (DTaP, IPV, Hib, HepB)	10
Kinrix (DTap-IPV)	8
Pediarix (DTap-Hep B-IPV)	2
mRNA (COVID-19 Vaccine)	0

Respectfully submitted,
Raine Kelsey, PHOS

A Valuable Piece of Our Community July - September 2026 Statistics

**Totals do not include accessing the Tennessee Electronic Library or using WiFi on multiple devices.*



Borrow. Don't Buy!

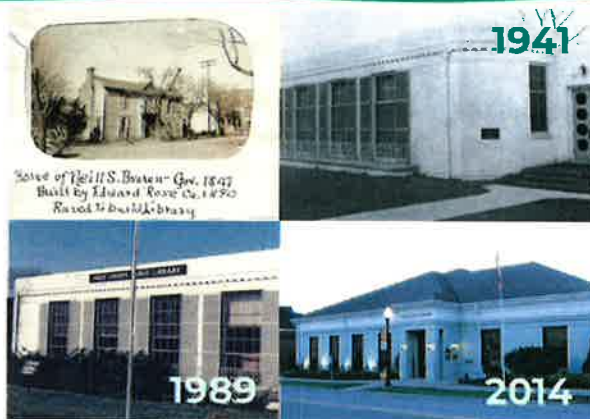
Our community saved this amount in the past 365 days by borrowing items from the library!

\$603,036.81

**Library Materials are purchased with State and Federal funds and Donations. County and City funds are used for operational expenses only.*



931-363-2720
122 South Second Street
Pulaski, TN 38478
www.gilescountylibrary.org





CALLING ALL AUTHORS & ILLUSTRATORS!

Turning Pages Literary Fest is coming to the
Giles County Public Library on:
SATURDAY, MARCH 13, 2027

Join us for our **inaugural literary festival**—a celebration of stories, imagination, and the people who create them! We are inviting **authors and illustrators** to participate in this exciting community event and connect with readers, families, book lovers, and fellow creatives.

Interested in participating?

Complete the registration form here:
<https://bit.ly/4inBXXi>

Additional questions?

whatshappening@gilescountylibrary.org



Turning Pages Literary Fest

The Giles County Public Library is preparing to host its first annual **Turning Pages Literary Festival on Saturday, March 13, 2027, from 10:00 a.m. to 2:00 p.m.** The festival will bring local and regional authors and illustrators together with the community for a day celebrating books, creativity, and the people who bring stories to life.

Planning and outreach are well underway. The Library has begun contacting authors and illustrators throughout the region and has established an online application process for those interested in participating. The response has been encouraging, with authors expressing interest in joining the inaugural event.

Participating authors and illustrators will have the opportunity to meet readers, showcase and sell their books, and connect with other writers and members of the community. The festival will also feature educational opportunities, including a Q&A session focused on self-publishing, giving aspiring and established writers an opportunity to learn more about the publishing process.

The timing of the festival is especially significant as the Library's expansion nears completion. The newly expanded facility will provide the additional space needed to host authors, exhibitors, presentations, and attendees comfortably throughout the building. The festival will also serve as an opportunity to introduce the community to the Library's expanded spaces and the many possibilities they will offer for future programming.

Turning Pages Literary Festival is intended to become an annual event that strengthens the Library's connection with readers, writers, educators, and the broader literary community while highlighting Giles County Public Library as a place where stories, ideas, and people come together.

Planning will continue throughout the coming months, with additional authors, illustrators, program details, and promotional information to be announced as the festival takes shape.

Expansion Update



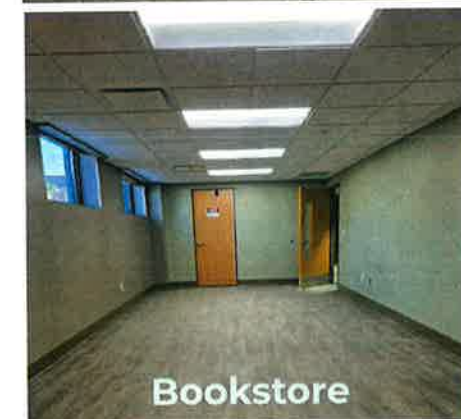
Children's Room



Telehealth Rooms



Expanded Meeting Room



Bookstore



GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
33023-69225	PO 16984	PO 16984	2
Contractor Legal Entity Name			Edison Vendor ID
Giles County of Tennessee			4199
Amendment Purpose & Effect(s) Grant Contract Section C.1. is deleted in its entirety and replaced with the new Grant Contract Section C.1. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A, attached hereto. Grant Contract Attachment D is deleted in its entirety and replaced with the new attachment D, attached hereto. Budget and Scope Revision - ARP Broadband Ready Grant Program (ARPA-SLFRF)			
Amendment Changes Contract End Date:		☐ YES ☒ NO	End Date: 10/31/2026
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$1,623.25
Funding —			
FY	State	Federal	TOTAL Contract Amount
2024		\$65,720.00	\$65,720.00
2027		\$1,623.25	\$1,623.25
TOTAL:		\$67,343.25	\$67,343.25
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.		CPO USE	
Speed Chart (optional)		Account Code (optional)	

**AMENDMENT 2
OF GRANT CONTRACT PO 16984**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT**, hereinafter referred to as the "State" and **GILES COUNTY OF TENNESSEE**, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A, attached hereto.
2. Grant Contract Attachment D is deleted in its entirety and replaced with the new attachment D, attached hereto.
3. Grant Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty-Seven Thousand Three Hundred Forty-Three Dollars and Twenty-Five Cents (\$67,343.25) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment D, shall constitute 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

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

GILES COUNTY OF TENNESSEE:



GRANTEE SIGNATURE

9.30.26

DATE

KNOX VANDERPOOL, GILES COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER

DATE

ATTACHMENT A

PROJECT ACTIVITIES	
CATEGORY	DETAIL
Digital Skills Training Education and Workforce Development Equipment / Devices	The Grantee shall purchase equipment/devices, provide digital skills trainings, and support local education and workforce development activities within Giles County. Services shall be located at local libraries, non-profit buildings, and senior centers. Grant funds shall be used to procure seven (7) computers, two (2) tablets, one (1) digital interactive display, privacy stations, fourteen (14) mobile hotspots, training software, computer peripherals, local print marketing, and any other items or equipment necessary to implement the grant.

ATTACHMENT D

Page 1

GRANT BUDGET			
GRANT CONTRACT #: PO 16984 GRANTEE: Giles County of Tennessee GRANTEE CONTACT: Knox Vanderpool, kvanderpool@gilescountytn.gov PROGRAM AREA: ARP Broadband Ready Grant Program (ARPA-SLFRF)			
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period: BEGIN: October 14, 2024 END: October 31, 2026			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT*	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$0.00	\$0.00	\$0.00
Architect Fees / Engineering Fees	\$0.00	\$0.00	\$0.00
Professional Fee, Grant, and Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$29,873.72	\$0.00	\$29,873.72
Grantee/Project Administration	\$3,720.00	\$0.00	\$3,720.00
Capital Purchase ²	\$6,449.53	\$0.00	\$6,449.53
Other Non-Personnel ²	\$27,300.00	\$0.00	\$27,300.00
GRAND TOTAL	\$67,343.25	\$0.00	\$67,343.25

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 D
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT, AND AWARD	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Training Software	\$27,300.00
TOTAL	\$27,300.00

CAPITAL PURCHASE	AMOUNT
Digital interactive display	\$6,449.53
TOTAL	\$6,449.53



GOVERNMENTAL GRANT CONTRACT

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

Begin Date August 15, 2026	End Date May 31, 2027	Agency Tracking # 30501-01727-03	Edison ID 91321																																												
Grantee Legal Entity Name Giles County Archives			Edison Vendor ID 4197																																												
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end June 30																																													
Service Caption (one line only) Archives Development Direct Grants																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2027</td> <td>\$9,336.00</td> <td></td> <td></td> <td></td> <td>\$9,336.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td>\$9,336.00</td> <td></td> <td></td> <td></td> <td>\$9,336.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2027	\$9,336.00				\$9,336.00																									TOTAL:	\$9,336.00				\$9,336.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2027	\$9,336.00				\$9,336.00																																										
TOTAL:	\$9,336.00				\$9,336.00																																										
Grantee Selection Process Summary ☒ Competitive Selection						The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.																																									
☐ 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.  LW				CPO USE - GG																																											
Speed Chart/Division Code		Account Code (optional)																																													

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES
AND
GILES COUNTY ARCHIVES**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Giles County Archives, hereinafter referred to as the "Grantee," is for the provision of Archives Development Direct Grants, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4197

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall house, keep, and preserve permanently valuable records within the State of Tennessee. The Grantee shall make improvements, as needed, to its archival processes, services, equipment, or practices to facilitate public access to records. The Grantee shall educate and train records custodians, as needed, and shall support archival program development and enhancement. The Grantee may use funds received under this grant contract to purchase goods or devices for use in the Grantee's archival work and processes.
- A.3. The Grantee shall maintain custody of its historically significant original records.
- A.4. The Grantee shall make its archived materials available for public research during reasonable hours.
- A.5. If not already implemented, the Grantee shall implement sound archival practices. The Grantee shall continue to employ sound archival practices both during and after the term of this grant contract. This duty shall survive the termination of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on August 15, 2026, ("Effective Date") and ending on May 31, 2027 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed nine thousand three hundred thirty-six dollars (\$9,336.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kimberly Wires, Archives Development Program
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Office of the Secretary of State, Tennessee State Library and Archives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

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

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

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

The State:

Jami Awalt, Assistant State Archivist
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
jami.awalt@tnsos.gov
Telephone # 615-253-3458

The Grantee:

Knox Vanderpool, Giles County Executive

Giles County Archives
 222 W. Madison Street
 Pulaski, TN 38478
 kvanderpool@gilescountyttn.gov
 Telephone # 931-363-5300

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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.
- D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. 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.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E. 4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>

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IN WITNESS WHEREOF,

GILES COUNTY ARCHIVES:



GRANTEE SIGNATURE

10/5/26

DATE

County Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST

DATE

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE



ATTACHMENT 1

GRANT BUDGET				
Archives Development Direct Grants				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: August 15, 2026		END: May 31, 2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$3,600.00	0.00	\$3,600.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$5,736.00	0.00	\$5,736.00
	Travel, Conferences & Meetings	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	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	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$9,336.00	0.00	\$9,336.00

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.in.gov/generalservices/procurement/central-procurement-office--cpo--library-.html>).

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



GRANT AMENDMENT

Agency Tracking # 34360-14126	Edison ID 319476	Contract # Z-26-319476-00	Amendment # 1		
Contractor Legal Entity Name Giles County			Edison Vendor ID 4197		
Amendment Purpose & Effect(s) Move funds from FY2026 to FY2027					
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: 6/30/2027			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$0				\$0
2027	\$80,000				\$80,000
TOTAL:	\$80,000				\$80,000
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>Eric Bucholz</i>			CPO USE Z-26-319476-01		
Speed Chart (optional) HL00012191		Account Code (optional)			

**AMENDMENT ONE
OF GRANT CONTRACT ZZ-26-319476-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Giles County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new Attachment 2 attached hereto.
2. Grant Contract section A.10 is added in its entirety.

A.10. Eligibility Verification. To the extent that grant funds are expended to provide an individual with a "state or local public benefit" or "federal public benefit" as defined under Tenn. Code Ann. § 4-58-102, the Grantee is responsible for eligibility verification for each potential beneficiary/recipient. See generally: Tenn. Code Ann. § 4-58-101 et seq.; 8. U.S.C. § 1601 et seq.; see particularly §§ 1611, 1621, 1641.
3. Grant Contract section D.37. is added in its entirety.

D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

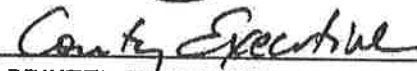
Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

GILES COUNTY:


GRANTEE SIGNATURE

10/5/26
DATE


COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

DR. JOHN DUNN, INTERIM COMMISSIONER

DATE

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET				
Giles County - Healthy Built Environments				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning September 1 2025 , and ending June 30, 2027. <i>Roll-Up</i>				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	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	\$3,200.00	\$0.00	\$3,200.00
	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	\$76,800.00	\$3,567.00	\$80,367.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$4,800.00	\$4,800.00
	GRAND TOTAL	\$80,000.00	\$8,367.00	\$88,367.00

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.

GRANT BUDGET				
Giles County - Healthy Built Environments				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning September 1, 2025, and ending June 30, 2026.				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	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 (% of 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.

GRANT BUDGET LINE-ITEM DETAIL:

Year 2						AMOUNT
SALARIES	Monthly Salary	# of Months	% of Effort	Longevity (if applicable)		
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$ - x	x	+	\$ -		\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$ - x	x	+	\$ -		\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$ - x	x	+	\$ -		\$0.00
TOTAL ROUNDED						\$0.00
PROFESSIONAL FEE/GRANT & AWARD						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00
TRAVEL / CONFERENCES & MEETINGS						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00
INTEREST						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00
SPECIFIC ASSISTANCE TO INDIVIDUALS						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00
DEPRECIATION						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00
OTHER NON PERSONNEL						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00
CAPITAL PURCHASES						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
TOTAL ROUNDED						\$0.00

GRANT BUDGET				
Giles County - Healthy Built Environments				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026, and ending June 30, 2027. Year 1				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	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	\$3,200.00	\$0.00	\$3,200.00
	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	\$76,800.00	\$3,567.00	\$80,367.00
	Indirect Cost (% of Method)	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$4,800.00	\$4,800.00
	GRAND TOTAL	\$80,000.00	\$8,367.00	\$88,367.00

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/general-services/procurement/central-procurement-office--cpo-library-.html>).

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

ATTACHMENT 2 (continued)

(BUDGET PAGE 5)

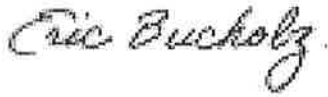
GRANT BUDGET LINE-ITEM DETAIL:

Year 1								
SALARIES	Monthly Salary	# of Months	% of Effort	Longevity (If applicable)			AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$	- x	x	+	\$	-	\$0.00	
TOTAL ROUNDED							\$0.00	
PROFESSIONAL FEE/GRANT & AWARD							AMOUNT	
Installation							\$0.00	
Site Prep (In-Kind)							\$0.00	
Grant Administration							\$3,200.00	
TOTAL ROUNDED							\$3,200.00	
TRAVEL / CONFERENCES & MEETINGS							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
TOTAL ROUNDED							\$0.00	
INTEREST							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
TOTAL ROUNDED							\$0.00	
SPECIFIC ASSISTANCE TO INDIVIDUALS							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
TOTAL ROUNDED							\$0.00	
DEPRECIATION							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
TOTAL ROUNDED							\$0.00	
OTHER NON PERSONNEL							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)							\$0.00	
TOTAL ROUNDED							\$0.00	
CAPITAL PURCHASES							Grant AMOUNT	Match
Playground Equipment, including installation and shipping							\$71,000.00	\$3,567.00
Surfacing (border, landscape fabric, mulch)							\$5,800.00	
TOTAL ROUNDED							\$76,800.00	\$3,567.00



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 10, 2026	End Date March 1, 2027	Agency Tracking # 34320-41727	Edison ID
Grantee Legal Entity Name Giles County Government			Edison Vendor ID 4199
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number: 93.798 Grantee's fiscal year end: June 30th	
Service Caption (one line only) RHT (3.3) ADA Door Project			
Funding FY	State	Federal	Interdepartmental
2027		\$30,000.00	
TOTAL:		\$30,000.00	
TOTAL Grant Contract Amount \$30,000.00			
Grantee Selection Process Summary			
☐ Competitive Selection			
☒ Non-competitive Selection			
Contract under a Delegated Grant Authority			
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. 		CPO USE - GG	
Speed Chart/Division Code HL00019419		Account Code (optional)	

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County Government, hereinafter referred to as the "Grantee," is for the provision of RHT (3.3) ADA Door Project, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4199

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee agrees to utilize funds in accordance with the State approved plan for improvement as detailed in section A.6.
- A.3. Service Recipients. The service recipients of this grant are the residents of and visitors to the county facilities in the Grantee's county who will benefit from improved accessibility and safe, compliant access through the installation of ADA-compliant doors and related hardware.
- A.4. Service Goals. The goal of this grant is to improve accessibility, safety, and usable public access at the identified county facilities by funding the purchase and installation of ADA-compliant doors and related components.
- A.6. ADA Door Improvements. The Grantee shall use Grant Contract funds to procure and install ADA-compliant doors and related hardware at the county facilities identified for the Grantee. The work may include:
 - a. replacement of existing interior and/or exterior doors,
 - b. door frames, thresholds, closers, hinges,
 - c. panic hardware, automatic operators, access controls,
 - d. weather-stripping, signage, and
 - e. other incidental items or minor repairs reasonably necessary to complete the installation and achieve accessibility compliance.

All work shall be performed within existing facilities and shall not increase the square footage of any building, relocate load-bearing walls, or involve new construction or major structural modification. The Grantee may also procure planning, design, permitting, inspections, and other professional services reasonably necessary to complete the project.

The Grantee shall ensure that all goods, materials, and services purchased under this Grant Contract are used solely for the approved project locations and are consistent with applicable accessibility and building-code requirements. The Grantee shall coordinate with county representatives and any required local officials to complete the work in a timely manner and in accordance with the approved scope.

A.5. Reporting Requirements.

- a. Reporting Overview. Grantee shall submit programmatic and financial reports, as applicable to RHT program initiatives, to TDH in accordance with this Section. Reporting requirements are intended to support program monitoring, compliance with Centers for

Medicare & Medicaid Services (CMS) RHT program requirements, and evaluation of funded initiatives. All reports shall be submitted in a format provided by TDH.

- b. Reporting Schedule. Grantee shall submit the following reports:
 - (1) Quarterly Reports: Due no later than ten (10) calendar days following the end of each reporting period.
 - (2) Annual Reports: Due no later than ten (10) calendar days following the end of each state fiscal year.
 - (3) Final Summative Report and Evaluation: Due within thirty (30) days after the end of the grant contract term.
 - (4) Preliminary Updates (if requested): TDH may request a brief preliminary summary within ten (10) calendar days following the end of a reporting period for purposes of CMS or internal reporting.
- c. Performance Measurement Plan (PMP). Within thirty (30) calendar days of the Effective Date, Grantee, in collaboration with TDH, shall develop and finalize a Performance Measurement Plan (PMP). The Performance Measurement Plan shall demonstrate how Grantee-level activities, outputs, and outcomes align with applicable RHT initiative-level goals, statewide performance measures, and other reporting requirements established by TDH or CMS. The PMP shall include, at a minimum:
 - (1) Defined performance metrics for each initiative;
 - (2) Baselines and targets, where applicable;
 - (3) Data sources and calculation methodologies;
 - (4) Reporting frequency;
 - (5) Detailed work, evaluation, and sustainability plan, in a format provided by the State, and prior to the start of each subsequent contract year, and
 - (6) Responsible parties for data collection and reporting.
 - (7) All subsequent reports shall align with the approved PMP.
- d. Quarterly Report Content. Quarterly reports shall include, at a minimum:
 - (1) Performance Metrics: Progress toward defined metrics and targets, including current values and comparison to prior reporting periods;
 - (2) Milestones and Implementation Progress: Status of CMS-defined checkpoints and major project milestones, including key activities completed during the reporting period;
 - (3) Financial Reporting: Expenditures incurred during the reporting period, including a comparison of budgeted versus actual spending; and
 - (4) Risks and Challenges: Identification of key implementation risks or barriers and corresponding mitigation strategies.
 - (5) Successes and Lessons Learned: Quotes, stories, photos, videos, testimonials, or anecdotal narratives that complement quantitative data and illustrate the real-world impact, implementation experiences, adaptations, and lessons learned from RHT-funded activities, particularly from rural communities served, partners, providers, and/or end beneficiaries.
- e. Annual Report Content. Annual reports shall include all elements required in quarterly reports and, in addition:
 - (1) A cumulative summary of program activities and outcomes for the reporting year;

- (2) Evaluation of progress toward overall initiative goals;
- (3) Summary of community engagement activities and partnerships;
- (4) Updates on relevant policy, regulatory, or systems changes; and
- (5) Sustainability planning, including strategies to maintain program activities beyond the funding period.

f. Reporting Format and Changes. TDH shall provide reporting templates and guidance.

- (1) TDH shall provide at least thirty (30) calendar days' notice of any material changes to reporting templates or requirements;
- (2) Such changes shall align with CMS guidance or program needs; and
- (3) Grantee shall make reasonable efforts to comply with updated requirements. In the event such updates include the need to provide PHI, the Parties agree to execute an amendment to this Agreement prior to implementation, unless such provision of PHI is permitted under HIPAA, as amended.

g. Documentation and Data Support and Validation Grantee shall maintain documentation sufficient to support all reported metrics, milestones, activities, and expenditures.

TDH may request additional documentation as reasonably necessary for program oversight, CMS compliance, audit, or evaluation purposes. Response timelines for such requests shall be mutually agreed upon based on the scope and complexity of the request.

Unless otherwise specified by applicable law or federal requirements, Grantee shall maintain all financial, programmatic, and supporting documentation related to this Agreement for a minimum of five (5) years following the end of the contract term or final resolution of any audit, whichever is later.

Grantee shall also implement reasonable data quality assurance and validation procedures to ensure the accuracy, completeness, consistency, and timeliness of reported information. TDH may request supporting source documentation, validation methodologies, or corrective action plans related to identified reporting discrepancies or data quality concerns.

h. Data Access and Use. All data, reports, and documentation generated under this Agreement by Grantee/designees shall be made available to TDH. TDH may use, reproduce, analyze, and share aggregated or program-level data with CMS, federal or state oversight entities, program evaluators, and research partners, in accordance with applicable state and federal laws governing confidentiality and data protection.

i. Reporting System. Reports shall be submitted electronically to TDH to the designated contact to be provided to Grantee by TDH.

j. Collaboration and Monitoring Grantee shall:

- (1) Participate in regular (at least quarterly) reporting and monitoring meetings with TDH;
- (2) Collaborate with TDH on program evaluation and continuous improvement efforts; and
- (3) Provide all information necessary for TDH to complete required CMS reporting, including the final cumulative report.
- (4) Site visits. The Grantee will allow and participate in site visits from the State as requested.

- k. Compliance with CMS Requirements. Grantee shall provide any additional information, documentation, or data required to maintain compliance with CMS or other federal award requirements. TDH may modify reporting requirements as necessary to align with CMS guidance or federal program requirements.
- l. Compliance with Federal Award Requirements. To the extent this Agreement is funded in whole or in part with federal funds, Grantee shall comply with all applicable federal statutes, regulations, and guidance, including but not limited to 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This includes requirements related to allowable costs, procurement standards, financial management, record retention, and audit. Grantee shall ensure that any contractors or subrecipients engaged under this Agreement are also compliant with applicable federal requirements.
- m. Rural Health Transformation Requirements.
 - (1) The Scope of Services is consistent with allowable uses of funds under the Centers for Medicare and Medicaid Services (CMS) Rural Health Transformation (RHT) Notice of Funding Opportunity (NOFO), including behavioral health access and workforce support.
 - (2) Administrative costs charged under this award shall not exceed ten percent (10%) of total award costs.
 - (3) RHT funds may not be used as match or cost share for any other federal program.
 - (4) No funds awarded under this agreement shall be used for new construction, building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of capital assets or extends useful life as a direct cost.
 - (5) Funds provided under this Agreement shall supplement and not supplant existing state or federal funding.
- A.7. The Grantee agrees to fulfill its obligations under this Grant Contract for the procurement and installation of ADA-compliant doors and related hardware at the county facilities identified in this Grant Contract. Should the Grantee fail to do so, the State may seek restitution, pursuant to the laws of the State of Tennessee, for payments made under this Grant Contract, and may exercise any other remedies available under this Grant Contract or applicable law.
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.
- A.9. Eligibility Verification. To the extent that grant funds are expended to provide an individual with a "state or local public benefit" or "federal public benefit" as defined under Tenn. Code Ann. § 4-58-102, the Grantee is responsible for eligibility verification for each potential beneficiary/recipient. See generally: Tenn. Code Ann. § 4-58-101 et seq.; 8 U.S.C. § 1601 et seq.; see particularly §§ 1611, 1621, 1641.
- A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 10, 2026 ("Effective Date") and ending on March 1, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand Dollars (\$30,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jenny Crane (Jenny.Crane@tn.gov)

Krista Smith (Krista.Smith@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health; Community Health Services
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.

- iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 4).
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury)
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

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

The Grantee:

Knox Vanderpool, County Executive
Giles County Government
P.O. Box 678
Pulaski, TN 38478-0678
kvanderpool@gilescountyttn.gov
Telephone # (931) 363-5300
FAX # N/A

- 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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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.
- D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F.R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E. 5. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:
 - a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>

- E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: (93.798 Rural Health Transformation Program).

IN WITNESS WHEREOF,

GILES COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

DR. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County Government
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	RHTCMS332057
Federal award date	12/29/2025
Subaward Period of Performance Start and End Date	12/29/2025-10/30/2030
Subaward Budget Period Start and End Date	12/29/2025-10/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.798 Rural Health Transformation Program
Grant contract's begin date	10/10/2026
Grant contract's end date	03/1/2027
Amount of federal funds obligated by this grant contract	\$30,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$206,888,882.11
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The Rural Health Transformation (RHT) Program helps State governments to support rural communities across America in improving healthcare access, quality, and outcomes by transforming the healthcare delivery ecosystem.
Name of federal awarding agency	Centers for Medicare and Medicaid Services
Name and contact information for the federal awarding official	Jennifer Herndon, Grants Management Specialist Jennifer.herndon1@cms.hhs.gov 410.786.8598
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	James (JW) Randolph, Deputy Commissioner of Health Strategy and Regulation Jw.randolph@tn.gov 615.741.1739
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Indirect costs are not an allowable budget category under this Agreement and will not be reimbursed.

ATTACHMENT 2

GRANT BUDGET				
Giles County Government				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: BEGIN: 10/10/2026 END: 03/01/2027				
	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	\$30,000.00	0.00	\$30,000.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$30,000.00	0.00	\$30,000.00

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

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

ATTACHMENT 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
ADA Doors	\$30,000.00
ROUNDED TOTAL	\$30,000.00



Invoice Reimbursement Form

Contract #
 Supplier Name
 Program Name

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

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

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

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

Remit Payment to:

Business Name

Street Address City State ZIP

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

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

Invoice Received Date	Invoice Received by (Name)
11/1/2018	John Doe
11/15/2018	Jane Smith
12/1/2018	John Doe
12/15/2018	Jane Smith
1/1/2019	John Doe
1/15/2019	Jane Smith
2/1/2019	John Doe
2/15/2019	Jane Smith
3/1/2019	John Doe
3/15/2019	Jane Smith
4/1/2019	John Doe
4/15/2019	Jane Smith
5/1/2019	John Doe
5/15/2019	Jane Smith
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3/15/2024	Jane Smith
4/1/2024	John Doe
4/15/2024	Jane Smith
5/1/2024	John Doe
5/15/2024	Jane Smith
6/1/2024	John Doe
6/15/2024	Jane Smith
7/	

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

[illegible]

Total Amount:	\$ 0.00
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Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

Program Signature 1

Program Signature 2

Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
 - Schedule B, and
 - Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
- Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contracting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
8th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

2 CFR Part 200.430
Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

2 CFR Part 200.431
Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

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

References:

2 CFR Part 200.474
Form 990 Part IX line 13

Line 8 Occupancy

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

References:

2 CFR Part 200.465
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

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

References:

2 CFR Part 200.452
Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

2 CFR Part 200.461
Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:

2 CFR Part 200.475
Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

2 CFR Part 200.432
Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

2 CFR Part 200.449
Form 990 Part IX line 20

Line 14 Insurance

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

References:

2 CFR Part 200.447
Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1
Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456
Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436
Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

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

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

2 CFR Part 200.421

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

2 CFR Part 200.1

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

2 CFR Part 200.426

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

2 CFR Part 200.433

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

2 CFR Part 200.441

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

2 CFR Part 200.1

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

2 CFR Part 200.455

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

2 CFR Part 200.462

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

2 CFR Part 200.463

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

2 CFR Part 200.470

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

2 CFR Part 200.454

Form 990 Part IX line 24

Line 19Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Part X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.4052 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

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

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

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

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

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

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

**NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND
REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1**

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

**TOTAL EXPENSE SUMMARY REPORT
Schedule C**

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

**STATE OF TENNESSEE
PROGRAM EXPENSE REPORT**

Schedule A

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

Contracting State Agency: _____

Program Name: _____

Assistance Listing Number/Program Number: _____

Edison Contract Number: _____

Grant/Contract Term: _____

Line

Item # Expense By Object

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

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

Contracting State Agency: _____

Program Name: _____

Assistance Listing Number/Program Number: _____

Edison Contract Number: _____

Grant/Contract Term: _____

A

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

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

A

B

Line

Item #

Expense By Object

Quarter To Date

Year To Date

Quarter To Date

Year To Date

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

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

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

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

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

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

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Source Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Nongrant Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

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

Annual (Final) Report*

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

Submit one copy to:

Jenny Crane (Jenny.Crane@tn.gov)

Dr. John R. Dunn, Interim Commissioner, TN Department of Health; and

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

- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>

- E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: (93.798 Rural Health Transformation Program).

IN WITNESS WHEREOF,

GILES COUNTY GOVERNMENT:


GRANTEE SIGNATURE

10/1/26
DATE

Knox Vanderpool County Executive
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

DR. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County Government
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	RHTCMS332057
Federal award date	12/29/2025
Subaward Period of Performance Start and End Date	12/29/2025-10/30/2030
Subaward Budget Period Start and End Date	12/29/2025-10/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.798 Rural Health Transformation Program
Grant contract's begin date	10/10/2026
Grant contract's end date	03/1/2027
Amount of federal funds obligated by this grant contract	\$30,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$206,888,882.11
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The Rural Health Transformation (RHT) Program helps State governments to support rural communities across America in improving healthcare access, quality, and outcomes by transforming the healthcare delivery ecosystem.
Name of federal awarding agency	Centers for Medicare and Medicaid Services
Name and contact information for the federal awarding official	Jennifer Herndon, Grants Management Specialist Jennifer.herndon1@cms.hhs.gov 410.786.8598
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	James (JW) Randolph, Deputy Commissioner of Health Strategy and Regulation Jw.randolph@tn.gov 615.741.1739
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Indirect costs are not an allowable budget category under this Agreement and will not be reimbursed.

RESOLUTION NO. 2026-62

A RESOLUTION OF THE GILES COUNTY COMMISSION TO:

**ESTABLISH AN ANNUAL REVIEW PROCESS FOR COUNTY EMPLOYEE HEALTH
BENEFITS**

WHEREAS, the provision of health insurance and related benefits for County employees represents a significant financial commitment for both the County and its employees; and

WHEREAS, the County Commission is ultimately responsible for making decisions regarding the funding and structure of those benefits based upon the information and recommendations presented to it; and

WHEREAS, the Insurance Committee should conduct a consistent annual review so that the full County Commission has sufficient information and context to evaluate the County's available options before making those decisions;

NOW, THEREFORE, BE IT RESOLVED by the Giles County Commission, meeting in regular session on this 19th day of October, **2026**, as follows:

SECTION 1. Annual Review. Each year, the Insurance Committee shall review the County's employee health benefit program. The Human Resources Department and the Finance Department shall support the review by providing the Committee with information and recommendations for the upcoming plan year.

SECTION 2. Scope. The review shall address (a) the current program's costs, performance, significant trends, and material changes affecting the County or its employees; (b) reasonable alternatives, including changes to the existing program and other coverage, funding, administrative, and cost-management approaches; and (c) a report to the County Commission identifying the options considered, their material advantages and disadvantages, and the Committee's recommendation, if any.

SECTION 3. Timing. The Committee shall begin its review no later than January, *consider non-state provider options in April, review all provider options in June, choose provider & rates with or without contributions no later than August.*

SECTION 4. Professional Assistance. The Committee may use brokers, consultants, administrators, or other qualified professionals, subject to the County's purchasing and contracting procedures and available appropriations.

This Resolution shall become effective upon its passage and approval, the public welfare requiring it and that all orders and resolutions in conflict herewith be and the same are hereby repealed

This resolution **ADOPTED** this ____ day of _____, **2026/ 27**

County Executive

ATTEST:

County Clerk

SPONSOR:

Commissioner

2026-63

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE AMENDMENT OF THE 2026-2027 BUDGET

COUNTY GENERAL FUND 101

				DR	CR
Register of Deeds					
51600	106		Deputies		27,410.00
51600	201		Social Security		532.00
51600	204		State Retirement		2,374.00
51600	212		Employer Medicare		125.00
51600	189		Other Salaries & Wages	16,216.00	
51600	207		Medical Insurance	14,225.00	
Sheriff Recruitment & Retention Grant					
54110	140	RRG	Salary Supplements		12,000.00
46980		RRG	Other State Grants	12,000.00	
Archives Development Grant					
56900	189	ADG	Other Salaries & Wages		3,344.00
56900	201	ADG	Social Security		208.00
56900	212	ADG	Employer Medicare		48.00
56900	499	ADG	Other Supplies & Materials		5,736.00
46990		ADG	Other State Revenues	9,336.00	
RHT ADA Door Project - Health Department					
55900	707	RHTP	Building Improvements		30,000.00
47590		RHTP	Other Federal through State	30,000.00	
ARPA Library Broadband Ready Grant Additional Award, Amendment #2					
58841	790		Other Equipment		1,623.25
47406			American Rescue Plan Act Grant A	1,623.25	
				83,400.25	83,400.25

DRUG FUND 122

Drug Enforcement					
54150	471		Software		4,500.00
54150	524		In Service/Staff Development		1,000.00
54150	716		Law Enforcement Equipment		13,100.00
54150	399		Other Contracted Services	18,600.00	
				18,600.00	18,600.00

County Executive

Attest:

County Clerk

Sponsor:

Evan Baddour



**RULES
OF
ORDER
OF THE GILES
COUNTY TN
COMMISSION**

**ADOPTED AS
AMENDED 16
SEP 2024**

RULE I - BOARD SESSIONS

1.1 The County Commission shall meet on the **third Monday of each month except for June which will be on the last Thursday of the month.** Should the third Monday fall on a legal holiday, the Chairman or Clerk shall adjourn the Board over until the following day, making proper records on the minutes.

1.2 The County Commission shall meet at **5:30pm** for the months April through September and **9:00am** for the months October through March.

~~7-Sept-20-Sept 5-9:00am & 5:30pm~~

~~7-Oct-21-Sept 9-9:00am~~

~~7-Oct-21-Sept 9-5:30pm~~

~~7-Additional Television~~

RULE II - ORDER OF BUSINESS

- (a) Call to order by the Chairman / Roll Call
- (b) Meeting opened by Sheriff
- (c) Prayer and Pledge
- (d) Agenda Concurrence(+)
- (e) Minutes of previous meeting
- (f) EDC Update
- (g) Public Comments
- (h) The Chairman may present any recommendations, communications and reports to the Board
- (i) Elections
- (j) Report of County Officials, Boards and Committees and immediate action thereon by the Board of Commissioners
- (k) Unfinished Business
- (l) New Business
- (m) Public Comment (+)
- (n) Announcements
- (o) Adjourn

RULE III - CHAIRMAN, PRO-TEM

3.1 The Commissioners at their September meeting, and annually thereafter, shall elect a **Chairman and a Chairman Pro-Tem.** The Chairman may, if so elected by the Commissioners, be the County Executive Officer and the Chairman Pro-Tem shall be elected from the members of the Board. In the absence of the Chairman, the Chairman Pro-Tem shall preside, and his/ her duties shall be the same as those of the Chairman insofar as the meeting of the Board is concerned.

RULE IV - DECORUM OF COMMISSIONERS

4.1 If any Commissioner refuses to be in order, the Chairman shall have the right to call upon the Sheriff or any officer waiting upon the meeting to seat such Commissioner, and if such Commissioner refuses to be seated, or to come to order, the Chairman shall have the right to declare such Commissioner in contempt and order this detention, and such Commissioner declared in contempt cannot be reinstated until he has made public apology in open session to the remaining Commissioners and the same has been accepted by them.

4.2 The Chairman has the right to ask the Sheriff to remove unruly spectators.

4.3 No Commissioner shall be recognized, or his vote counted except he is at his seat. Commissioners absenting themselves from the meeting with permission of the Chairman shall not be allowed a per diem.

RULE V - ADDRESSING MEETINGS

5.1 Any Commissioner wishing to address the meeting shall address the Chairman or Chairman Pro-Tem as Mr./Madam Chairman, and no Commissioner shall proceed to speak until recognized by the Chairman.

RULE VI - SPEAKING

6.1 With the exception of a committee chair, no commissioner shall speak more than once for not more than ten minutes until all of the commissioners desiring to speak shall have had an opportunity to do so. After all commissioners that so desire have spoken, any commissioner that has previously spoken may then speak for an additional three minutes.

6.2 A committee chair shall have the right to speak as often as recognized by the Chair.

RULE VII - ADDRESSES BY PERSONS OTHER THAN COMMISSIONERS AND ELECTED OFFICIALS:

7.1 The Chairman may call upon other elected officials or department heads at any time to brief the Commission on agenda business or answer commissioner questions.

7.2 During the public comment portion of the meeting, any Giles County citizen shall be allowed to speak on any agenda item listed for the current meeting. For the sake of public record, those speaking shall sign the speaking log found at the lectern. **Individual citizens making public comments shall be limited to five (5) minutes duration; any remaining time may not be transferred to another individual.**

7.3 Legal names (first and last) are required before speaking at committee and subcommittee meetings to properly identify the person speaking within the meeting minutes.

When asked, if the speaker does not provide their legal name, they shall not be recognized by the Chair, and anything they say will be stricken from the record.

RULE VIII - QUORUM AND VOTING

8.1 A quorum shall be a majority of the legally constituted legislative body. This body being composed of 21 Commissioners, if 11 Commissioners are present they may proceed to conduct lawful business.

8.2 A majority of the Commission's 21-member body (i.e. 11 votes), and not merely a majority of the quorum in attendance, shall be required in making all decisions coming before the Commission in regular or special sessions. Likewise, decisions requiring a 2/3 super-majority shall require 14 votes for passage.

8.3 If the Commission is equally divided 10-10 upon any question coming before them upon which they may lawfully act, then and only then, the County Executive serving as Chair may cast a deciding 11th vote.

8.4 If the person serving as Commission Chair is a regular member of the county legislative body, such person may not break a tie vote in the capacity of Chair, but may cast a vote in the first instance as a regular member of the body.

RULE IX - MOTIONS TO TABLE

9.1 When any resolution or motion has been presented to the Board, and amendment or amendments to the same have been offered, and after such amendments a motion to table is made, such motion to table shall not take with it the original resolution or motion.

9.2 All discussion must cease after a motion to lay on the table is made and such motion has been properly seconded, except that the proposer of the resolution may speak to the subject. A vote must be had immediately on such motion to lay on the table.

RULE X - SPEAKING TO BOARD BY CHAIRMAN

10.1 Should the Chairman of the Board desire to speak upon any subject he/she shall have the right to do so, provided he/she shall designate some member of the Board to act as Chairman Pro-Tem. The same rules that apply to members of the Board when speaking shall apply to the Chairman. However, this rule shall not preclude the Chairman from answering questions concerning the subject, or from expressing his/her views thereon.

RULE XI - ELECTIONS

11.1 When an officer is to be elected or appointed by the Board or a vacancy filled, it is the duty of the Board to hold an open election admitting all citizens the privilege of offering

candidates, except such as are prohibited by the constitution or law of the state. If a majority vote of eleven (11) votes is not received, then the candidate with the least number of votes shall be disqualified and the two (2) remaining candidates shall continue until one receives a majority vote of eleven (11) votes.

11.2 All elections shall be by a roll call vote.

RULE XII - VOTING

12.1 All election, budget appropriations, and resolutions shall be decided by a roll call vote, by machine or the Clerk calling the roll.

12.2 For all other motions the Chair may use discretion in determining the voting method in accordance with Robert's Rules. However, if a roll call is called for by five (5) or more Commissioners it shall be so ordered by the Chair.

RULE XIII - RESOLUTIONS AND AMENDMENTS

13.1 All proposed resolutions or amendments shall be reduced to writing and be filed with the Clerk before the same can be entertained by the Commission. **Unless a resolution or amendment is time-critical** they shall first be considered through the appropriate committee before being added to the full Commission agenda. See also Public Chapter 213 / TCA 8- 44-110

13.2 To ensure adequate public notice and agenda consideration for the next scheduled full Commission meeting, Committee Chairs and Department Heads must forward agenda items to the Commission Chair and County Clerk at least **ten (10) calendar days** prior to the scheduled meeting. Proposed resolutions and amendments shall be submitted to the Clerk at least seven **(7) calendar days** prior, thus ensuring the Clerk can include those materials in commissioner packets.

13.3 All approved resolutions must be filed in duplicate and signed by a Commissioner. Upon the filing of an approved resolution, the Clerk will immediately forward the duplicate thereof to the Chairman and mail a copy of the same to all Commissioners with his report.

13.4 **The sponsor of proposed resolutions shall bring it before the full Commission.** If the sponsor is unavailable to present the resolution, any Commissioner may present it to the Commission.

RULE XIV - REPORTS

14.1 The reports of all administrative boards and Commissioners for the next proceeding quarter shall be in the hands of the Clerk in duplicate five (5) days before the Board meets. The Clerk shall promptly transmit a copy to the Chairman. The Clerk will keep a record showing the filing of said reports and the time thereof. A copy shall be sent to each Commissioner at the

close of business on the 5th day next proceeding the next Board session. No report shall be read in open session, but the maker thereof shall be at the meeting for examination thereon.

RULE XV - COMMITTEES

15.1 Protocols

- a. Committee Chairs will convene meetings, defaulting to the following guidelines as closely as practically possible:
 - i. **Committees related to Finance & Administration will convene at 8am on the first Thursday of the month following BoE meetings.** Finance & Administration agendas will include that month's business relating to **Audit, Budget, Insurance, Legislative, and School committees.**
 - ii. **Committees related to Public Safety will convene at 8am on the first Monday of each month.** Public Safety agendas will include that month's business relating to **Emergency Services, Environmental, Law Enforcement and Public Service** committees.
 - iii. **Committees related to Infrastructure will convene at 8am on the First Tuesday of each month (swapping from Second Tuesday).** Infrastructure agendas will include that month's business relating to **Building/Property and Highway committees**, along with other county business that may relate to infrastructure.
 - iv. **Committee Chairs shall coordinate their meeting times with cognizant department heads and the County Executive to ensure these scheduling parameters do not conflict with other county government business.**
 - v. **The above three meeting blocks will be set aside on the county calendar. If there is no business that merits a meeting, that month's meeting may be canceled if agreed upon by the committee chairs and County Executive.**
- b. The Chair of the committees may enter discussion and vote as a member of the committee. A committee may be called together by a majority of the members if the Chair is absent or declines to specify a meeting date. **The County Executive may, when deemed necessary in the interest of the County, call a special meeting of any committee after having first advised the committee chair.**
- c. In the absence of a committee member from a representative district, the district members who are present may appoint a substitute commissioner from the same district.
- d. Committees will commence at the time of the publicized agenda, starting with a prayer and pledge to the American flag.
- e. Committee Chairs will ensure committee concurrence with the agenda prior to conducting business.
- f. Committee Chairs will ensure a period of public comment prior to voting on any issue.

15.2 Committee Elections

- a. WHEREAS, this Legislative Body finds that it would be more appropriate for all committees to be appointed by the Giles County Commission as the elected governing

body, including those provided by statutory enactment to be elected by the Board, with said appointments by the Legislative Body serving the best interests of the constituents of each voting district and of Giles County citizenry in entirety. The process by which committees are to be nominated and selected will be determined by the commission and shall be as follows:

b. If the members of the district cannot decide on a member to serve on the committee, a two-year term would apply when the individual has already served on the committee. The two-year term shall require a commissioner to step down from that committee after two years but does not require the commissioner to serve two years on a committee. If the members of the district still cannot decide on a member to serve on the committee and the two-year term does not apply, the decision shall be voted on by the full Legislative Body of Giles County, with the winning candidate receiving at least majority vote (11 votes). If a majority vote is not received then the candidate with the least number of votes shall be disqualified and the two (2) remaining candidates shall continue until one receives a majority vote.

c. **In the selection of committees**, each committee shall have at least one member from each of the seven (7) districts. Members from each district shall decide on what committees individual members from that district shall sit.

d. If such committee assignments from a district do not receive majority vote then the Legislative Body shall set the assignments during the same meeting.

e. Each committee shall be voted on separately by the Legislative Body of Giles County, Tennessee regarding selections to the committee and assignments to the standing committees.

f. After each standing committee is established, **said committee shall elect, by majority vote, a Chairperson, Vice Chairperson and a Recording Secretary.**

g. The Chairman of any standing Committee shall have the authority to create an Ad-Hoc committee for necessary and related activities on behalf of the standing committee. The Ad-Hoc committee shall consist of a number less than one-half (1/2) of the standing committee number and must be given a specific mandate for its purpose. Additionally, the chairman of the standing committee, upon appointing the Ad-Hoc committee, shall impose a time limit for its existence to perform the specific mandate. The Ad-Hoc members shall receive the same monetary compensation as members of the standing committee when it meets to conduct its work. It shall be the responsibility of the standing committee chairman to report the Ad-Hoc committee meetings for the appropriate compensation.

h. The commission must appoint committee members at the September meeting. **Following an election year, all committees will begin a new term with the two-year rule not applying until two years have been served by the commissioner.** The Clerk shall be furnished with the names of the members of such committees and such names shall appear in the minutes of the meeting. The Clerk shall furnish the commissioners with a list of the committee members.

i. Any and all committee vacancies shall be filled in a like manner by the **Legislative Body** with appointment and announcement of the new committee member at the next regularly scheduled meeting of the Body. Also, in case of a vacant seat in the

commission, all three commissioners including the newly appointed one will get together as a group and decide the committee assignments. The newly appointed member will not automatically assume the old members committee assignments.

j. **The life of the committees shall run from the 3rd Monday of September until the following year on the 3rd Monday of September. The life of any committee shall be for not more than one (1) year.**

15.3 Commission Notifications & Minutes

a. Full Commission meetings and its minutes will be filed with the County Clerk's office. The Clerk will promptly transmit a copy to the County Executive and to the Budget Office. **The Clerk will notify all Commissioners by mail or electronic means of said notifications and minutes of meetings at least five (5) days prior to the meeting.**

b. It will also be the duty of the County Clerk's office to maintain all committee minutes in such a manner that the records shall always, during normal business hours, be available for public inspection. **Committee Chairs will coordinate commission notifications of their meetings through the Office of the County Executive.**

RULE XVI - AMENDMENTS TO RULES

16.1 **None of the foregoing rules of order shall be amended or revised except by affirmative vote of two-thirds (2/3) of the members of the Board.** However, a 2/3 consent asked for and granted shall take precedence and the Board shall have the right to proceed in accordance with the 2/3 consent and may suspend the rules.

16.2 When making a motion to suspend the rules, the motion must include the rule being suspended and the topic being allowed to be discussed during the suspension. Other topics not included in the original suspension of rules motion will not be allowed to be discussed.

16.3 The existing local rules become the temporary rules of the newly elected commission until the new commission acts. The new commission has 90 days after it convenes to formally adopt its local rules for the new term by a majority vote to make changes to the rules. Any future changes after this time require a 2/3 vote. Public Chapter 599

RULE XVII - ROBERT'S RULES OF ORDER

17.1 In the absence of a rule upon any subject not specifically provided for in these rules, the Board will be governed by Roberts' Revised Rules of Order.

RULE XVIII - REQUIRED REPORTS

18.1 County Officials, Boards and Committees required to make quarterly reports to the Board are as follows: County Executive, Superintendent of Schools, Highway Commissioner and

Health Department. All other Boards and Committees shall make an annual report at the July term of the Board.

RULE XIX - ELECTIVE OFFICES AND COMMITTEES

County Officers, Boards and Committees **to be elected** by the Commission are as follows:

19.1 **Agricultural Committee, County Attorney, Beer Board, Medical Examiner, Equalization Board, County Historian, Library Board, Regional Library Board and Veteran Service Officer.**

19.2 **The elective process for the County Attorney is as follows:** Candidates are allowed a presentation of their qualifications for up to five (05) minutes, followed by the availability of questions put by the Commission. The election shall be held at the conclusion of all presentations. If a majority vote of eleven (11) votes is not received, then the candidate with the least number of votes shall be disqualified and the remaining candidates shall continue until one receives a majority vote of eleven (11) votes. **See also Private Act**

RULE XX - APPOINTIVE OFFICERS AND COMMITTEES

20.1 Committees **to be appointed** by the Commissioners are as follows: School, Highway, Law Enforcement/Safety, Public Service, Environmental, Emergency Services, Budget, Audit, Legislative, Building Committee, County Financial Management Committee and Insurance Committee.

RULE XXI - CHARITABLE AND NON-PROFIT ORGANIZATIONS

21.1 Giles County will adhere to all rules set for in Tennessee Code Annotated §5-9-109.

21.2 Applications will be accepted from April 1st through May 1st for Tier 1 applicants, and June 1st through July 1st for Tier 2 applicants.

21.3 Giles County Executive's office will advertise these dates in the local newspaper and online at www.gilescountyttn.gov.

21.4 Applicants must use the current year's application as approved by the full Legislative Body which can be obtained from Giles County website www.gilescountyttn.gov.

21.5 **Tier 1** applicants include libraries, Rescue Squad, Humane Association (for Animal Shelter services) and Kid's Place (for Sheriff Dept services). Tier 1 applicants are considered during the budget process. Tier 1 applicants must submit 1 print copy and 1 pdf copy of their completed application to the County Executive's office by four o'clock (4:00) p.m. on May 1st. If the 1st falls on a non-business day, then the application deadline will be the next business day following the 1st.

21.6 All other applicants are considered **Tier 2**, funded outside of the budget process through Fund Balance. Tier 2 applicants must submit 1 print copy and 1 pdf copy of their completed application to the County Executive's office by four o'clock (4:00) p.m. on July 1st. If the 1st falls

on a non-business day, then the application deadline will be the next business day following the 1st.

21.7 Consideration of funding will only occur during the normal budget process.

21.8 If the rules of this court are not followed the application WILL NOT be considered.

MISCELLANEOUS - GENERAL QUALIFICATIONS FOR COUNTY OFFICIALS

M.1 County Executive

- Basic qualifications of TCA 8-18-101; and
- Shall be:
 1. A qualified voter of the county;
 2. At least 25 years of age; and
 3. A resident of the county for at least 1 year prior to the date of filing a nominating petition for election to such office.
- Shall continue to reside in the county during the term of office and shall not, during the term of office, hold any other public office for profit. (TCA 5-6-104)

M.2 County Commission

- Basic qualifications of TCA 8-18-101;
- Shall be a resident of the county for one (1) year prior to the date of the qualifying deadline (TCA 5-5-102); and
- Members shall reside within and be a qualified voter of the district represented. (TCA 5-5-102)

M.3 Commissioners of the County Legislative Body and Committee, whose compensation is fixed by law on a per diem basis, are not entitled to receive the per diem compensations unless they have actually attended the meeting.