TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE
I HEREBY SUBMIT THE FOLLOWING REPORT
July 20, 2026

ROLL CALL
COURT OPEN
PRAYER
PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. **AGENDA CONCURRENCE**
2. **APPROVAL OF MINUTES** of June 25, 2026, Regular Session of the Giles County Legislative Body
3. **PUBLIC COMMENTS:** Agenda Items
4. **COUNTY EXECUTIVE AND DEPARTMENT HEAD REPORTS**
   A. County Executive
   B. EDC Director
5. **ELECTIONS**

A. Notaries Public at Large
Re-Elections: Molly Holt, Amanda King
New: Marianna Francis Bell, Corinthia Robyne Braly, Jana Landers, Belinda Mannis

B. IDB 2 members 6-year terms
Appointees: Ronnie Brindley and Marcus Houston

C. Judicial Commissioners 3 commissioners 1 year term
Appointees are Marvin David Boyd, Robert London, Josie Morgan

6. **REPORTS**
   A. Giles County Health Department Quarterly Report
   B. Giles County Library
   D. Giles County Trustee Investments – July 1, 2026
   E. Giles County Trustee 2024 Tax Aggregate Report
7. **CONTRACTS, AGREEMENTS, AND GRANTS**
   A. Governmental Grant Contract: Purchase of one ambulance – Last Mile Teams Initiative for Rural Health Transformation Funds – 7/1/2026-10/31/2027
   B. Samsara: Giles County EMS – 36-month license
   C. Billing Services Agreement between EMS Management & Consultants, Inc. and Giles County Ambulance Services
   D. GC Health Department – ARPA Amendment 4
8. **AMENDMENTS**

2026-48	Authorizing the amendment of the 2025-2026 Budget, County General Fund 101, 171
2026-49	Authorizing the amendment of the 2024-2025 Budget, County Board of Education, 141, 177, 178

9. **Resolutions**

2026-50	Authorizing the approval of surety bonds for other county officials and county employees required to have bonds and to approve surety bonds for other county officials and county employees
2026-51	To adopt the Giles County multi-jurisdictional Hazard Mitigation Plan
2026-52	Committing up to 10 acres of county property at Exit 14 for a wastewater treatment facility to be built by Pilot
2026-53	To quitclaim property to the City of Ardmore, Tennessee
2026-54	Rescinding Resolution 2024-22 which established a new compensation schedule for the Giles County Commission

10. **UNFINISHED BUSINESS**
11. **NEW BUSINESS**
12. **PUBLIC COMMENTS** – other county related business
13. **ANNOUNCEMENTS**

Respectfully submitted this 14th day of July 2026

Carol H Wade
Giles County Clerk

Giles County Health Department

209 S. Cedar Lane
Pulaski, TN 38478
931-363-5506

received
07/07/2026

TO: Honorable Members of the Giles County Quarterly Court

FROM: Giles County Health Department

DATE: July 2nd, 2026

Services for the Second Quarter of 2026

The Giles County Health Department participated in Senior Citizen Outreach, Summer Kids Nutrition, Summer Kidz Camp, and The Sundrop Festival. We held our annual Board of Health meeting on May 26th, 2026. We continue to offer free Naloxone kits and Second Harvest Food Boxes upon request to the community.

Number of Visits by Program
April 1st, 2026-June 30th, 2026

Aids Prevention	53
Birth Certificates	318
Breastfeeding	49
Breast & Cervical	8
Care Coordination	47
Child Health (includes immunizations)	53
EPSD&T	0
Family Planning	111
HUGS	179
Men's Health	12
Sexually Transmitted Disease	102
Smoking Cessation (GIFTS Program)	
TennCare Advocacy	398
Tuberculosis	1
Vital Records	116
Women's Health	23
WIC (Women, Infants and Children)	431
Nutrition-Medical	2

Summary of Immunizations
January 1st, 2026-March 31st, 2026

DTaP (Diphtheria, Tetanus, Acellular Pertussis)	5
TD (Tetanus, Diphtheria)	0
Tdap (Tetanus, Acellular Pertussis)	17
IPV (Inactivated Polio)	1
HBV-Adult/Pediatric (Hepatitis B)	6
MMR (Measles, Mumps, Rubella) & MMV (MMR + Varicella	12
Varicella (Chickenpox)	8
RTA (Rotavirus)	2
P13/P15/P20 (Pneumococcal Meningitis)	4
HIB (Haemophilus Influenza type b)	2
HAS (Hepatitis A)	12
MC4 (Meningococcal)	12
HPV/HPA (Genital Human Papilomavirus)	11
FLU (Influenza)	1
RSV	0
Vaxelis (DTaP, IPV, Hib, HepB)	3
Kinrix (DTap-IPV)	4
Pediarix (DTap-Hep B-IPV)	2
mRNA (COVID-19 Vaccine)	0

Respectfully submitted,
Raine Kelsey, PHOS

A Valuable Piece of Our Community
April - June 2026 Statistics

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

6510 PEOPLE HAVE A CARD AT OUR LIBRARY

8839 PEOPLE WALKED THROUGH OUR DOORS

12,279 PHYSICAL MATERIALS WERE CHECKED OUT

2138 PEOPLE ATTENDED PROGRAMS

67 PROGRAMS WERE AVAILABLE TO PATRONS

127 HOTSPOTS CIRCULATED

1048 PUBLIC COMPUTER USES

957 WIFI CONNECTIONS

9233 CIRCULATION OF ELECTRONIC ITEMS (TN READS)

$152,816 TOTAL PHYSICAL CIRCULATION VALUE* (does not include electronic)

Borrow. Don't Buy!

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

$592,150.11

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

Giles County Public Library

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

SEED LIBRARY

Welcome to the Seed Library!

Discover our FREE Seed Library at the Giles County Public Library. Select seeds to grow herbs, flowers, and vegetables—all organized in a repurposed card catalog for easy browsing. Learn more on our website: www.gilescountylibrary.org Or call us at 931-363-2720 for details.

Seed Library Circulation 4th Quarter: 7,538 up from 2,718 packs 3rd quarter

ANNUAL REPORT 2025-2026

The library had **5,474** open hours!

635 new library borrowers

30,735 people walked through our doors last year

Print materials totaled **30,710**

The collection contained **363,474** items (including TN READS)

With a circulation of **34,014** electronic items

There were **174,889** eBooks available

A total circulation of **74,798** items (books, DVDs, audiobooks)

Adult Circulation: **20,394**
Kids: **20,784**

3,974 Public Internet Computer Uses

3,318 WiFi Connections

We lent our items to libraries outside of our system **79 times** through Interlibrary Loans

And brought in **492** items upon patron request

268 total programs were offered

5,200 people attended programs in total!

Summer Reading 2026

June 4th-July 24th

THE STAFF PROVIDED OUTREACH:

Police Camp
Boys & Girls Club
PES Pre-K through 1st Grade
SSE 2nd through 3rd Grades
Kidz Kamp
Lynnville Branch

SPECIAL PROGRAMS:

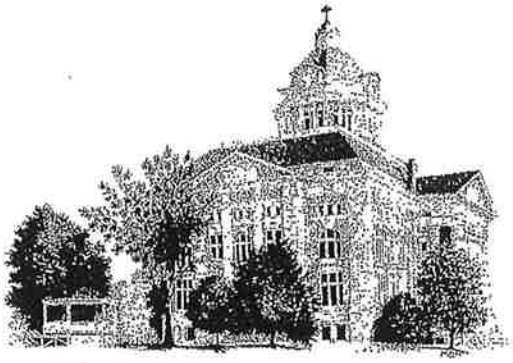
- The Science Guys
- Pleasant Run Creek Walk & Clean Up
- Unearth Pulaski's Architecture-John Lancaster
- Scavenger Hunt
- Chalk the Walk
- Dino Story Time & Water Day
- Build A Terrarium
- Bob Tarter Animalogy
- Dr. Belford's Microbiology Journey
- VIP Lunch for top readers

First National Bank has been the Summer Reading corporate sponsor since 1989. Eleven additional sponsors generously donated prizes to keep participants motivated throughout the program.

DOLLAR GENERAL LITERACY FOUNDATION

Thanks to a **$1,200 grant** from the **Dollar General Literacy Foundation**, the Giles County Public Library is providing every Boys & Girls Club member with an augmented reality book to enjoy during Summer Reading and take home to share with their families, extending the joy of reading beyond the library.

TONY RISNER
Giles County Trustee
1 Public Square
P.O. Box 678
Pulaski, Tennessee 38478



Giles County Courthouse • Pulaski, Tennessee

trisner@gilescountytn.gov
gctrustee@gilescountytn.gov
Phone: (931) 363-1676
Fax: (931) 424-7048

July 1, 2026

2025 TOTAL TAX AGGREGATE		**$ 22,809,832.95**
2025 TAXES COLLECTED	**- 99.7 %**	**$ 22,013,902.81**
TAXES PAID FROM 10/1/2025 TO 6/30/2026		
2025 TAXES NOT COLLECTED	**- .03 %**	**$ 795,930.14**

TONY RISNER
Giles County Trustee
1 Public Square
P.O. Box 678
Pulaski, Tennessee 38478

Giles County Courthouse • Pulaski, Tennessee

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Phone: (931) 363-1676
Fax: (931) 424-7048

July 2026

2024 TOTAL TAX AGGREGATE	$ 19,184,632.90
2024 TAXES COLLECTED - 99.993966 %	$ 19,068,870.90
2024 TAXES NOT COLLECTED - .0006034 %	$ 115,762.00

BREAKDOWN OF NOT COLLECTED TAXES

2024 REAL PROPERTY FILED IN CHANCEY COURT	$ 83,755.00
2024 PERSONAL PROPERTY FILED with AFCS	$ 9,815.00
BANKRUPTCY TAXES RETAINED BY TRUSTEE	$ 22,192.00

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
June 1, 2026	October 30, 2027	34320-24126	

Grantee Legal Entity Name	Edison Vendor ID
Giles County Government	0000004199

Subrecipient or Recipient	Assistance Listing Number 93.798
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end

Service Caption (one line only)

The Purchase of One (1) Ambulance and lift in each of the 89 rural counties in Tennessee through the Last Mile Teams Initiative for the Rural Health Transformation Funds

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$305,461.00			$305,461.00
TOTAL:		$305,461.00			$305,461.00

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The Purchase of One (1) Ambulance and lift in each of the 89 rural counties in Tennessee through the Last Mile Teams Initiative for the Rural Health Transformation Funds.

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 (optional)	Account Code (optional)
HL00019412	71301000

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 the purchase of one (1) ambulance and lift in each of the 89 rural counties in Tennessee through the Last Mile Teams Initiative for the Rural Health Transformation Funds, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004199

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. Service Definitions.

a. CMS means Centers for Medicaid and Medicare Services.

b. HRSA means Health Resources and Services Administration.

c. "Last Mile Team Initiative means the initiative that "unites multiple high-impact efforts to expand Tennessee's rural emergency care infrastructure and bring integrated health services directly to residents in hard-to-reach communities.

d. Rural County means a county designated as rural under the current HRSA definition of rurality (non-metro areas or rural census tracts of metro areas.

e. Rural Health Transformation Fund (RHTF) means the federal funding program authorized by Section 71401 of Public Law 119-21, administered by CMS through cooperative agreement with the State of Tennessee.

A.3. Service Goals. Expand Tennessee's rural emergency care infrastructure and bring integrated health services directly to residents in hard-to-reach communities.

A.4. Service Recipients. The ultimate service recipients of this Grant Contract are the general population of this State as needed in an emergency.

A.5. Service Description. The Last Mile Teams initiative within the Rural Health Transformation Fund unites multiple high-impact efforts to expand Tennessee's rural emergency care infrastructure and bring integrated health services directly to residents in hard-to-reach communities. This portion of the funding will fund one (1) ambulance and lift for each of the 89 counties.

The State notes that the Centers for Medicare & Medicaid Services approved the designation of the rural county and communities served through this grant contract as "Beneficiaries" of the Rural Health Transformation Program. For purposes of this grant contract, the term Grantee shall also refer to the "Beneficiary".

A.6. 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.

A.7. RHTF Requirements.

a. 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.

b. Administrative costs charged under this award shall not exceed ten percent (10%) of total award costs

c. RHT funds may not be used as match or cost share for any other federal program.

d. 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.

e. Funds provided under this Agreement shall supplement and not supplant existing state or federal funding.

f. The Grantee shall comply with the applicable requirements set forth in Attachment 1, County Ambulance Program Compliance Packet. Attachment 1 also provides guidance regarding allowable use of funds, procurement documentation, reimbursement documentation, reporting, County ownership, provider selection considerations, and use of the ambulance and lift funded under this Agreement. Any model documents, templates, sample language, or mock agreements included in Attachment 1 are provided for informational and illustrative purposes only. The Grantee shall review Attachment 1 with the Grantee's legal counsel, as applicable.

A.8. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the State shall relinquish the rights to equipment or motor vehicles purchased with Grant funds in reference to Section D.27. All equipment or motor vehicles shall become the property of the Grantee at the end of the grant term.

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the equipment being purchased under this Grant Contract.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

A.11. 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.12. 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 on June 1, 2026 ("Effective Date") and extend for a period of Seventeen (17) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred, Four Hundred and Sixty-One Thousand ($305,461.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 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 – Partial Advance Payment. 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. Any partial payment provided during the contract term shall not exceed Three Hundred and Five Thousand, Four Hundred and Sixty-One Dollars ($305,461.00) per individual quote. The Grantee may submit quotes for State review and written approval to be approved by the State at any point during the contract term for an ambulance and/or ambulance lift and shall be paid to the Grantee at the State's discretion. If any funds of the Partial Advance Payment are not used for the purchase based on approved quotes, then invoices (Attachment 3) must be submitted to show that the balance of the Partial Advance Payment was used for an ambulance and/or lift and be approved in writing by the State. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 4) for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.

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:

Department of Health
Division of Health Licensure and Regulation
Office of Emergency Medical Services
ATTN: Sherrie Stanley
665 Mainstream Drive, 1st Floor
Nashville, TN 37248

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, Division of Health Licensure and Regulation, Office of Emergency Medical Services .
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 5)

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:

Brandon Ward, Director
Department of Health
Office of Emergency Medical Services
665 Mainstream Drive, First Floor
Nashville, TN 37243
Email: brandon.ward@tn.gov
Telephone: (615) 741-4521
Fax: (615) 741-4217

The Grantee:

Graham Stowe, County Executive
Giles County Government
PO Box 678 Pulaski, TN 38478-0678
bmsumners@gilescountytn.gov
Telephone # (931) 363-5300
FAX #

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 6 to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

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

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

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

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

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

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

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal 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.

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. 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: Rural Health Transformation Program – 93.798

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

TN Department of Health

Rural Health Transformation

County Ambulance Program Compliance Packet

Prepared April 2026

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Table of Contents

Compliance Memo

This memo outlines the compliance framework for the [ambulance program], a Last Mile Teams initiative funded by the Rural Health Transformation Program (Assistance Listing: 93.798). It also defines program eligibility requirements and cross-references applicable compliance standards across governing policies and guidance. The memo outlines requirements set forth in the Rural Health Transformation Notice of Funding Opportunity (NOFO), applicable FAQs, 2 CFR Part 200, the Tennessee Central Procurement Office's Policy 2013-007, and the Tennessee Department of Finance and Administration's Policy 22.

The Rural Health Transformation Program is designed to support state efforts to improve healthcare access, quality, and outcomes in rural communities.

Activities Allowed or Unallowed

The [ambulance program] purpose is to acquire one ambulance and lift for every County with the intended outcomes of expanding Tennessee's rural emergency care infrastructure and bringing integrated health services directly to residents in hard-to-reach areas.

Activities allowed include the acquisition of one emergency medical service ambulance(s) and lift. Planning, procurement, and administrative activities are allowable only to the extent that they are necessary, reasonable, and directly related to the acquisition and deployment of the ambulance.

Allowable Costs / Cost Principles

Allowable costs include the acquisition of ambulance(s) equipped with powerlift, within the County's approved RHTP allocation. Administrative and indirect costs are not allowable under this program.

Cash Management

Funds will be disbursed on a reimbursement basis. Each request for reimbursement must include appropriate supporting documentation outlined in the request for payment checklist.

Eligibility

Per 2 CFR §200.1, the pass-through entity (TDH) must determine whether each entity receiving federal funds is a Subrecipient, Beneficiary, or Contractor. This determination defines the scope of compliance obligations that flow down to each participating county and dictates the documentation, monitoring, and audit requirements applicable to each grant contract.

Classification Determination: Beneficiary

TDH has determined that counties participating in the [ambulance program] are classified as **beneficiaries** under 2 CFR §200.1. This determination was made using the Classification Analysis framework established in the RHTP Compliance Documentation Checklist and is supported by the following indicator-by-indicator assessment:

	Indicator	Rationale
1	Does the entity have programmatic decision-making authority over use of funds?	No. The County does not determine how RHTP funds are allocated or used across the program. The State defines the approved use (acquisition of ambulance with powerlift), the per-unit allocation, and the reimbursement process. The County's role is limited to purchasing the specified equipment and submitting documentation for reimbursement.
2	Does the entity determine eligibility of ultimate beneficiaries?	No. TDH, as the pass-through entity, determines which counties are eligible to participate based on HRSA rurality criteria and NOFO requirements. Counties do not make eligibility determinations for other entities or individuals under this program.
3	Does the entity carry out a portion of the federal program for a public purpose?	No. The County does not implement RHTP program activities on behalf of TDH. The County receives the end product of federal assistance (the ambulance) for its own use in delivering emergency medical services. The County is the end user of the funded asset, not an administrator of the federal program.
4	Does the entity provide goods or services for the benefit of the pass-through entity?	No. The County does not provide goods or services to TDH. The relationship is not a procurement or vendor arrangement.
5	Does the entity receive the end product of federal assistance for its own use?	Yes. The County receives the ambulance with powerlift as the direct and final beneficiary of the RHTP funding. The ambulance is placed into the County's emergency medical services operations for the benefit of its rural population.
6	Does the entity exercise discretion over the use of federal funds?	No. The County does not exercise discretion over how RHTP funds are spent. The approved use is defined by the NOFO, the TN RHTF Application, and the grant contract. The County purchases the specified equipment and seeks reimbursement within the parameters set by TDH.
7	Does the entity provide similar goods or services to many purchasers in a competitive environment?	No. This indicator applies to Contractor relationships. The County is not operating as a vendor or service provider to TDH.

This designation is consistent with the exclusion at 2 CFR §200.1, which provides that a subaward "does not include payments to a contractor, beneficiary, or participant." As used in this document, "beneficiary" refers to an entity that receives the direct benefit of program funds as an end user and does not carry out a federal award or administer federal funds on behalf of the State.

Equipment, Real Property Management, and Land

Because the County is participating as a beneficiary, federal requirements related to equipment management and disposition do not apply. The County will retain ownership of the ambulance and lift and is responsible for ensuring it is used primarily for **stated** program purposes. The County is also responsible for the disposition or sale of the asset, and any proceeds from such sale may be used at the County's discretion.

Period of Availability of Funds

All costs must be incurred between the contract execution date and October 30, 2027. No reimbursement will be made for costs incurred prior to the effective date of the contract. Failure to submit a reimbursement request by [Date 3] will result in forfeiture of

reimbursement for that period, given the program's multi-year competitive structure and annual obligation deadlines.

Procurement, Suspension, and Debarment

Because the County is acting as a beneficiary, it is not subject to federal competitive procurement requirements under 2 CFR Part 200. However, the County must comply with all applicable state and local procurement laws and policies when making purchases. The County must provide a copy of its procurement policy (or documentation that it will adopt state procurement policy) prior to submitting a reimbursement request.

Program Income

Because the County is a beneficiary, federal program income requirements do not apply.

Reporting

Tennessee Department of Health (TDH) requires limited programmatic data collection to support statewide monitoring and evaluation of the Rural Health Transformation Program.

Throughout the performance period of the program (from contract execution through September 30, 2031), the County shall submit quarterly reports to TDH containing aggregate operational data related to the County-owned ambulance. At a minimum, each report shall include:

- Total number of transports, reported by month; and
- Total mileage, reported by month.

TDH will provide guidance on the required format, submission process, and reporting timelines. These reporting requirements are established by TDH for program oversight purposes and do not constitute federal reporting requirements applicable to subrecipients.

Title VI

The County is not independently subject to Title VI administrative requirements, such as maintaining a formal Title VI program or posting nondiscrimination notices.

Fraud, Waste, And Abuse Poster

Throughout any period in which a state agency or community grant agency receives public funds, the entity is required to display a Fraud, Waste, and Abuse notice in a prominent location. The notice must be at least eleven (11) inches by seventeen (17) inches and clearly visible to employees and the public. The notice must state "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"

Other Monitoring Performed

The State may conduct oversight activities, including verifying proper use of the equipment. The State will conduct an initial inspection of the ambulance prior to operation to ensure it meets all design, construction, equipment, sanitation, operation, and maintenance standards required by state law. In addition to the initial inspection, annual inspections will also be conducted. The State reserves the right to conduct future site visits to verify proper use of the equipment.

Audit Reviews

Because the program has been structured such that the County participates as a beneficiary rather than a subrecipient of federal funds, the County is not subject to the Single Audit requirements under 2 CFR Part 200. Additionally, the funding does not count toward the $1,000,000 Single Audit threshold. The County may still be required to provide documentation or support to the Department of Health.

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Provider Selection Best Practices

This section provides a suggested framework for counties to follow across various scenarios, regarding the placement and usage of the ambulance and lift that was acquired through the [ambulance program], a Last Mile Teams initiative funded by the Rural Health Transformation Program (Assistance Listing: 93.798). TDH will not audit counties for adherence to these practices. The intent is to ensure that provider selection decisions are documented, applied consistently, and supported by a clear administrative record.

The County shall retain ownership of the ambulance at all times. No title, leasehold interest, or other ownership interest may be transferred to any other entity.

The County shall identify the applicable provider selection scenario and suggested best practices set forth herein. It is recommended that documentation sufficient to demonstrate a compliant selection process be maintained and submitted as part of the reimbursement request, as outlined in the accompanying checklist.

See TDH EMS Directory for complete list of providers by County.

1. No Private EMS Provider in the County

Where no private EMS provider currently operates within the County, the County must operate the ambulance through County EMS or an equivalent County-operated service. As best practice, the County should document the internal assignment of the ambulance to County EMS operations, including the name of the responsible department or division, and record the ambulance in the County's fixed-asset inventory.

No provider selection process or Use Agreement is required for this scenario. If the County later seeks to place the ambulance with a private EMS provider that begins operating in the County, the County must apply the applicable section below at that time.

2. One Private EMS Provider in the County

Where only one private EMS provider currently operates within the County and the County elects to place the ambulance with that provider, it is best practice that the County document a sole-provider justification. The County should, as best practice:

- Prepare a brief written justification documenting that only one private EMS provider operates within the County, and that competitive selection is therefore not applicable.
- Execute a Use Agreement (see Appendix for sample language) prior to transfer of physical possession of the ambulance. For compliance best practices, it is recommended the agreement should address key topics such as reporting, maintenance, insurance, permitted use, and return of the ambulance.

- Confirm that the County retains ownership of the ambulance and that no additional funds or ownership interest are transferred to the provider.

3. Multiple Private EMS Providers in the County

Where more than one private EMS provider currently operates within the County and the County elects to place the ambulance with a private provider, County must follow its standard procurement process. The purpose is to demonstrate that the placement decision was made without favoritism or improper private benefit.

As a condition of reimbursement, the County must complete the following:

a. Provider Identification. Identify all private EMS providers currently operating within the County that could be considered for ambulance placement.

b. Neutral Selection Process. Apply a consistent, predefined process for selecting among eligible providers. The County must follow applicable state and local procurement requirements, including any locally adopted purchasing policies, TN CPO Policy 2013-007, and F&A Policy 22.

c. Selection Justification. Prepare a written record documenting:

- All providers identified and considered;
- The process and criteria applied;
- The basis for the provider selected; and
- Confirmation that the County retains ownership of the ambulance and that no additional funds or ownership interest are transferred to the selected provider.

d. Use Agreement. Execute a Use Agreement (see Appendix for sample Model Use Agreement) with the selected provider prior to transfer of physical possession of the ambulance.

e. File Retention. Retain all provider selection documentation, including provider identification records, OIG verifications, the selection justification, non-selection notices, and the executed Use Agreement — in the County's RHTP compliance file, organized and available for State monitoring.

County Purchase and Reimbursement Checklist

Because the County participates in the Tennessee Rural Health Transformation Program (RHTP) as a beneficiary, it is not subject to federal procurement requirements applicable to federal award recipients or subrecipients.

The County remains responsible for complying with all applicable Tennessee county procurement laws and its own locally adopted purchasing authorities. Documentation demonstrating compliance with those requirements must be included in the reimbursement package.

County Procurement Authority (Required – Retain on file)

___ County Purchasing Law of 1957 (T.C.A. § 5-14-101 et seq.)

___ County Purchasing Law of 1983 (T.C.A. § 5-14-201 et seq.)

___ County Financial Management System of 1981 (T.C.A. § 5-21-101 et seq.)

___ County ordinance, resolution, private act, charter provision, or purchasing policy attached

Procurement Method Documentation (Required – Retain on file)

___ Competitive sealed bid (bid advertisement and tabulation attached)

___ Informal quotes (required number per county policy attached)

___ Cooperative or state contract (documentation attached)

___ Sole source or exception (written justification attached, if permitted)

Cost and Purchase Controls (Required – Retain on file)

___ Purchase complies with county bid thresholds and aggregation rules

___ Purchase was not split to avoid bidding requirements

___ Vendor selection complies with county policy

___ Cost is reasonable and within approved RHTP allocation

Proof of Expenditure (Required – Retain on file, submit copy to TDH)

___ Vendor invoice (within approved period of performance)

___ Proof of payment (check copy, ACH confirmation, etc.)

___ Purchase order or contract (if required by county policy)

___ Evidence that goods were received (e.g., delivery confirmation, bill of lading, signed receipt)

County Attestation (Required – Retain on file, submit copy to TDH)

___ The County certifies that all applicable Tennessee county procurement laws and local purchasing policies were followed and that the documentation submitted is true, accurate, and complete.

Implementation Instructions

These instructions provide counties with a step-by-step guide for implementing the RHTP-funded ambulance and lift acquisition, from initial program confirmation through reimbursement. Each step references the applicable section of this Compliance Packet and cites the governing authority. All activities must be completed within the approved period of performance and comply with the RHTP NOFO (CMS-RHT-26-001), the TN RHTF Application, and applicable Tennessee county procurement laws and locally adopted purchasing policies.

Step 1: Confirm Program Eligibility and County Participation

Before initiating any purchase, the County should:

- Retain original written confirmation from the State of its participation in the RHTP ambulance program prior to initiating any purchase.
- Designate a County point of contact responsible for coordinating implementation and maintaining the compliance file.

Step 2: Procure the Ambulance

The County is responsible for purchasing the ambulance directly and retaining ownership. The ambulance qualifies as capital equipment under the definition at 2 CFR § 200.1. As best practice during procurement, it is recommended that the County:

- Follow applicable Tennessee county procurement laws and locally adopted purchasing policies.
- Comply with Tennessee Central Procurement Office Policy 2013-007 and Tennessee Department of Finance and Administration Policy 22, as referenced in the RHTP compliance framework.
- Complete all applicable items in the County Purchase and Reimbursement Checklist.

Step 3: Establish County Ownership and Asset Records

Upon receipt of the ambulance, the County should establish ownership and equipment records. As best practice, the County should:

- Confirm that title and registration are in the County's name.
- Record the ambulance in the County's fixed-asset inventory, including a description, serial/VIN number, acquisition date, acquisition cost, funding source (RHTP), location, condition, and use status, as best practice.
- Apply any required asset tags or identification consistent with County inventory practices.
- Confirm that no title, lease, or ownership interest is transferred to any other entity. The County must retain ownership at all times, consistent with the program's reimbursement structure.

Step 4: Determine Ambulance Operations

The County is responsible for determining how the ambulance will be placed into service, including whether it will be operated directly by County EMS or placed with a private EMS provider operating within the County. The County retains ownership and control of the ambulance and lift at all times, consistent with the program's reimbursement structure. No title, leasehold interest, or other ownership interest may be transferred to any other entity under any scenario.

As best practice, the County should:

- Identify which provider selection scenario applies based on the EMS providers currently operating within the County.
- Follow the corresponding scenario guidance in the Provider Selection section of this Compliance Packet, including any recommended documentation, selection process, and Use Agreement execution.
- Document the basis for the operational decision and retain supporting records in the County's RHTP compliance file.
- Confirm that the County retains ownership of the ambulance and that no additional funds or ownership interest are transferred to any operating provider.

See the Provider Selection section for scenario-specific best practices, including treatment of edge cases such as providers already under County contract, regional or multi-County EMS providers, and temporary provider capacity loss.

Step 5: Execute the Use Agreement

When placing the ambulance with a private EMS provider, the County must:

- Complete and execute the Use Agreement (see Appendix) prior to transfer of physical possession.
- Retain the executed agreement in the County's RHTP compliance file.

Step 6: Submit Reimbursement Request

After the County has purchased the ambulance and the ambulance is in use, the County may submit a reimbursement request to the Department of Health via [email@tdh.gov]. Once the request for payment package is approved, the state must process the payment within 30 days per Tennessee State Law.

The reimbursement request must:

- Be submitted using the State-required reimbursement form within the [timelines established by the State.]
- Include all required supporting documentation identified in the County Purchase and Reimbursement Checklist.

Step 7: Maintain Compliance File and Audit Readiness

As best practice, the County should maintain a complete RHTP compliance file containing all documentation generated through this process, including:

- Program eligibility confirmation (Step 1)
- Procurement records, vendor verification (Step 2)
- Title, registration, and fixed-asset inventory records (Step 3)
- Provider selection documentation, sole-provider justification, or internal assignment memo, as applicable (Step 4)
- Executed Use Agreement, if applicable (Step 5)
- Reimbursement request and all supporting materials (Step 6)
- Any correspondence with the State related to program compliance

It is recommended that records be retained for a period of three years from the date of submission of the final expenditure report.

Appendix

Model Use Agreement

This Model Use Agreement is provided for illustrative purposes only and does not create any requirement or obligation for use; counties may adopt alternative approaches consistent with applicable laws and local policies.

USE AGREEMENT FOR COUNTY-OWNED AMBULANCE

Agreement Number:

Effective Date:

County:

County Contact and Title:

Provider:

Provider Contact and Title:

Ambulance Info

Year / Make / Model:

VIN:

Acquisition Cost:

Asset Tag / Inventory No.:

Date of Transfer to Provider:

Purpose

This Use Agreement ("Agreement") is entered into between **[County Name]** ("County") and **[Provider Name]** ("Provider") to establish binding terms governing the Provider's temporary possession and operation of a County-owned ambulance and lift ("Ambulance").

Ownership and Bailment

The Ambulance is and shall at all times remain the sole property of the County. The Provider receives only a temporary, revocable right to possess and operate the Ambulance for the purposes described in this Agreement. No title, lease, lien, security interest, or other ownership interest in the Ambulance shall transfer to the Provider under any circumstances. The Provider acknowledges that its possession constitutes a bailment for mutual benefit and that the County may inspect, recall, or recover the Ambulance at any time consistent with the terms of this Agreement.

Conditions of Participation

Participation in the [county ambulance program] is expressly conditioned upon the Participant's ongoing compliance with:

(a) the terms of this Agreement;

(b) all applicable Tennessee EMS licensure and operational requirements;

(c) all applicable federal, state, and local laws; and

(d) any written instructions or requirements issued by the County regarding the Ambulance

Maintenance and Condition

The Provider shall, at its own expense unless otherwise agreed in writing:

- Maintain the Ambulance in good working order, in a condition consistent with its intended use, and in compliance with all applicable Tennessee EMS vehicle standards;
- Perform or cause to be performed all routine and preventive maintenance in accordance with the manufacturer's recommended maintenance schedule;
- Maintain a written maintenance log documenting all service, repairs, inspections, and any incidents of damage, and make such log available to the County upon request;
- Promptly notify the County in writing of any material damage, mechanical failure, accident, or condition that renders the Ambulance inoperable or unsafe; and
- Not make any modifications, alterations, or additions to the Ambulance without prior written approval of the County.

The County reserves the right to inspect the Ambulance and review maintenance records at any time during the term of this Agreement. The State may also verify that the Ambulance is being maintained in accordance with program requirements during monitoring activities.

Insurance

The Provider shall, at its own expense, obtain and maintain throughout the term of this Agreement the following insurance coverage with respect to the Ambulance:

- **Commercial automobile liability insurance,** including coverage for owned, hired, and non-owned vehicles, with minimum limits consistent with Tennessee statutory requirements or as otherwise specified by the County;
- **Comprehensive and collision coverage** insuring the Ambulance at its full replacement cost or fair market value, as determined at the time of placement;
- **Workers' compensation insurance** as required by Tennessee law for all personnel operating the Ambulance.

All policies shall:

- Name the County as an additional insured and loss payee with respect to the Ambulance;
- Require the insurer to provide the County with not less than thirty (30) days' prior written notice of cancellation, non-renewal, or material change in coverage; and
- Be evidenced by a certificate of insurance delivered to the County prior to the Provider taking possession of the Ambulance and annually thereafter.

The Provider shall promptly notify the County of any insurance claim involving the Ambulance. In the event of a total loss, insurance proceeds shall be payable to the County as owner of the Ambulance.

Reporting and Records

The Provider shall:

- Submit to the County [quarterly / semi-annually] reports on the operational status, location, condition, and use of the Ambulance, in a format specified by the County;
- Maintain and make available upon request all records related to the Ambulance, including the maintenance log, insurance certificates, and any incident reports;
- Retain all records for three (3) years [EB24.1] from the date of submission of the final expenditure report, whichever is longer.

County Right of Access and Inspection

The County, and any authorized representative of the State, shall have the right to inspect the Ambulance and review any records related to its use, maintenance, and operation at any reasonable time and upon reasonable notice. The Provider shall cooperate fully with any such inspection, monitoring visit, desk review, or audit.

Term

This Agreement shall be effective as of the Effective Date and shall remain in effect through [date / end of the program funding period / September 30, 2031], unless earlier terminated in accordance with this Agreement. The parties may extend this Agreement by written amendment

Termination

Upon termination or expiration, the Provider shall return the Ambulance in accordance with the Return of the Ambulance clause of this Agreement. The County may terminate this Agreement immediately upon written notice if the Provider: (a) loses its EMS license or is suspended or debarred from federal programs; (b) fails to maintain required insurance coverage; (c) uses the Ambulance for unauthorized purposes; or (d) fails to maintain the Ambulance in good working order.

Return of the Ambulance

Upon expiration or termination of this Agreement for any reason, or upon written demand by the County, the Provider shall return the Ambulance to the County within fourteen (14) calendar days (or such other period as specified in writing by the County) in the following condition:

- Good working order, reasonable wear and tear excepted;
- With all original and replacement equipment, accessories, and keys;
- Free of any liens, encumbrances, or third-party claims; and

- With a current maintenance log and documentation of the Ambulance's condition at the time of return.

If the Provider fails to return the Ambulance within the specified period, the County may take immediate possession of the Ambulance without further notice. The Provider shall cooperate with and facilitate the County's recovery of the Ambulance.

Upon return, the County shall inspect the Ambulance. The Provider shall be responsible for the cost of repairing any damage beyond reasonable wear and tear.

Indemnification

The Provider shall indemnify, defend, and hold harmless the County, the State, and their respective officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Provider's possession, use, operation, maintenance, or return of the Ambulance, except to the extent caused by the County's sole negligence or willful misconduct.

No Waiver

Failure by the County to enforce any provision of this Agreement shall not be construed as a waiver of the County's right to enforce such provision at a later time. All rights and remedies available to the County under applicable law are expressly reserved.

Certification

The Provider certifies that: (a) it has the legal authority to enter into this Agreement; (b) it is currently licensed to operate EMS services in the County; (c) it is not suspended, debarred, or excluded from participation in federal programs; (d) it will operate the Ambulance solely in accordance with this Agreement; and (e) it acknowledges that the County retains ownership of the Ambulance at all times.

Signatures

	COUNTY	PROVIDER
Signature		
Printed Name		
Title		
Date		

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	RHTCMS332057
Federal award date	12/29/2025
Subaward Period of Performance Start and End Date	12/29/2025 – 09/30/2027
Subaward Budget Period Start and End Date	12/29/2025 – 09/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.798
Grant contract's begin date	06/01/2026
Grant contract's end date	10/30/2027
Amount of federal funds obligated by this grant contract	$27,186,029.00
Total amount of federal funds obligated to the subrecipient	$305,461.00
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.hh.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. §200.332 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 3

GRANT BUDGET

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning June 1, 2026, and ending September 30, 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]	$305,461.00	0.00	$305,461.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	$305,461.00	**0.00**	$305,461.00

[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 3

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
One Ambulance and One Lift	$305,461.00
ROUNDED TOTAL	$305,461.00

TN Department of Health

Invoice Reimbursement Form

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

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

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

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

Remit Payment to:

Business Name

Street Address	City	State	ZIP

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

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

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

Speedchart	User Code	Project ID	Amount ($)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

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 contacting 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

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QUESTIONS:

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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 19 Total Nonpersonnel Expenses

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

Line 20 Reimbursable 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 Par 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 200.405 2 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 a 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:

Report Period:

Contractor/Grantee Name:

	A	B
Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	A Quarter To Date	A Year To Date	B Quarter To Date	B 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: A

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	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)							0
	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:

Report Period:

Contractor/Grantee Name:

	A	B
Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	A Quarter To Date	A Year To Date	B Quarter To Date	B 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 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: A

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	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)							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:

Report Period:

Contractor/Grantee Name:

	A	B
Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	A Quarter To Date	A Year To Date	B Quarter To Date	B 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:

	A	B
Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	A: Quarter To Date	A: Year To Date	B: Quarter To Date	B: 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 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 Expenses**	0.00	0.00	0.00	0.00

Attachment 6

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:

Brandon Ward, Director, Office of Emergency Medical Services, TN Department of Health;

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

Policy2013_007.amo.health@tn.gov - TN Department of Finance and Administration

samsara

The Connected Operations Cloud

Quote #: Q-2680922

Issued Date: 07-08-2026
Expires 07-31-2026 .
Order Number: S-2856461

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Due in advance
Payment Frequency: Direct Annual
Estimated Ship Date: 07-17-2026

received
07/13/2026 CW

Prepared For:
Giles County EMS
639 E. Madison Street
Pulaski, TN 38478
Pulaski,
Tennessee
38478

Prepared By:
Nate Bryant
nate.bryant@samsara.com

Cost Overview

License Term: 36 Months

Total License Cost over 36 Months	$7,036.20
Hardware and Accessories	Included

Shipping and Handling*	$51.94
Total Sales Tax*	$0.00
Total Contract Value[1]	$7,088.14
First Invoice[1]	$2,397.34
Recurring Invoice[2]	$2,345.40

[1]Estimated value, actual invoice amount may change based on product fulfilment date, includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, includes estimated sales tax

*If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

*Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

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The Connected Operations Cloud

Product Overview

SHIP TO Walter Daugherty
639 E Madison St
Pulaski, Tennessee, 38478-3521
United States

Hardware & Accessories	Net Unit Price	Total Price
Asset Tag XS HW-AT13• QTY: 10	Included	Included
Vehicle IoT Gateway, model VG55 HW-VG55-NA• QTY: 9	Included	Included
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1• QTY: 9	Included	Included
Total Price:		Included

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The Connected Operations Cloud

Licenses	Annual Unit Price	Total Annual Price
Asset Tag License LIC-AT-TAG-XS• QTY: 10	$85.50	$855.00
Telematics Premier Public Sector LIC-VG-PREMIER-PS• QTY: 9	$165.60	$1,490.40
Total Price:		$2,345.40

samsara

The Connected Operations Cloud

Billing Details:

Bill To:
Giles County EMS
639 E. Madison Street
Pulaski, TN 38478
Pulaski, Tennessee, 38478

Billing Contact::
Name: Walter Daugherty
Title:EMS Director
Billing Email: wdaugherty@gilescountytn.gov
Phone Number: 9316384337

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2026, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and GILES COUNTY AMBULANCE SERVICES, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 3.95% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10^{th}) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20^{th} day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims

processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on October 1, 2026, and shall thereafter continue through September 30, 2029, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate

and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify

reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. COOPERATIVE PROCUREMENT. The Contractor shall extend the same pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement.

10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for

the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

11. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose

any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

12. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the

Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and

judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as

comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

13. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Giles County Ambulance Services
222 West Madison Street
Pulaski, TN 38478

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	Giles County Ambulance Services
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
Patient Demographics Provided by Client

1. Projected annual billable trip volume: 4259

2. Payor mix:
    a. Medicare – 55%
    b. Medicaid – 9%
    c. Insurance – 28%
    d. Self Pay – 10%

3. Run mix:
    a. ALS Emergency – 53.3%
    b. BLS Emergency – 21.3%
    c. ALS Non-Emergency – 11.9%
    d. BLS Non-Emergency – 11.3%
    e. ALS 2 – 0.3%
    f. SCT – 0.3%
    g. TNT – 1.6%

4. Average Loaded mileage: 17.5

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____, 2026, by and between Giles County Ambulance Services, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

f. In accordance with 45 CFR § 164.506 Business Associate may disclose protected health information of Covered Entity to another covered entity or a business associate of another covered entity for treatment, payment and health care operations activities of that other covered entity.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**Giles County Ambulance Services**
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT 4
GILES COUNTY GOVERNMENT

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 Government, hereinafter referred to 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:

Amendment Section(s) —

1. Grant Contract section B.1. Term is deleted in its entirety and replaced with the following:

B.1. Term. These Terms and Conditions shall be effective for a period beginning on January 13, 2023 ("Effective Date") and ending on October 31, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfilment of the Scope outside the Term.

2. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.

3. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective 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 Government:

16 June 26

GRANTEE SIGNATURE **DATE**

GRAHAM STOWE, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Department of Health:

John Dunn/jw
John Dunn/jw (Jun 20, 2026 22:16:19 CDT)

06/20/2026

JOHN R. DUNN, DVM, PhD, EMBA **DATE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	GILES, COUNTY OF
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	March 3, 2021
Subaward Period of Performance Start and End Date	March 3, 2021 – December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027 - Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Grant contract's begin date	January 13, 2023
Grant contract's end date	October 31, 2026
Amount of federal funds obligated by this grant contract	$653,317.00
Total amount of federal funds obligated to the subrecipient	$653,317.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$711,897,713.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Local Health Department Capital Investment Program – IT requests including phone system upgrades and electronic signage, and statewide needs.
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529–9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Josh Gipson, Josh.Gipson@tn.gov 615.864.4744
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)	5 Percent (5%)

ATTACHMENT 3

GRANT BUDGET

(BUDGET PAGE 1)

GILES COUNTY GOVERNMENT				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending October 31 2026.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$653,317.00	$127,700.00	$781,017.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	GRAND TOTAL	$653,317.00	$127,700.00	$781,017.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).

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

ATTACHMENT 3 (continued) GRANT

BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES									AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		x		x		+		(Longetivity, if applicable)	$0.00
ROUNDED TOTAL									$0.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
IT REQUESTS INCLUDING ELECTRONIC SIGNAGE AND PHONE SYSTEM UPGRADES	$60,900.00
STATEWIDE NEEDS	$720,117.00
ROUNDED TOTAL	$781,017.00

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

2026-48

received 07/14/2026 cw

COUNTY GENERAL FUND 101

				DR	CR
			Prior Approval/Rollover		
51800	308		Consultants - Courthouse Renovations		353,114.00
51800	335		Maint. & Repair Building - Courthouse Cabling		13,523.00
55120	304		Architects - Animal Shelter		47,500.00
55120	304		Architects - Animal Shelter 25-26 Donations		1,610.00
55120	357		Veterinary Services - 25-26 Donations		5,798.00
55130	718		Vehicles - Ambulance		91,025.00
56500	316		Library - Elevator Grant		5,000.00
39000			Fund Balance	517,570.00	
			Courthouse Historic Development Grant		
51800	308	HIST	Architects		65,885.71
51800	399	HIST	Other Contracted Services		25,000.00
51800	707	HIST	Building Improvements		600,000.00
46980		HIST	Other State Grants	690,885.71	
			Animal Shelter - Bissell Building Grant		
55120	707	BISS	Building Improvements		300,000.00
48610		BISS	Contributions	300,000.00	
			Animal Shelter - Bissell Shelter Needs		
55120	499	BISS	Other Supplies & Materials		5,941.77
34530		BISS	Restricted for Public Health and Welfare	5,941.77	
			Sheriff K-9 Donations		
54110	357	K9-200	Veterinary Services		90.00
54110	357	K9	Veterinary Services		300.00
34530		K9	Restricted for Public Health and Welfare	390.00	
			Sheriff - Work Crew Wood Project Donation		
54210	790	INMWK	Other Equipment		900.00
34530		INMWK	Restricted for Public Health and Welfare	900.00	
			Ag Park Healthy Build Environment Grant		
56700	790	HBE	Equipment - Ag Park Grant		80,000.00
46980		HBE	Other State Grants	80,000.00	
			EMA - HSGP Grant - Vehicle Barrier System 2025		
54490	790	HSGP	Other Equipment		87,050.00
47235		HSGP	Homeland Security Grant	87,050.00	
			Opioid Funds 22-23		
55170	368		Drug Treatment - SO Caseworker		37,967.98
			Opioid Funds 23-24		
55170	316		Contributions - Kid's Place		117,000.00
			Opioid Funds 24-25		
55170	316		Contributions - Voyage Wellness		75,000.00
55170	316		Contributions - Kid's Place		35,318.40
34530			Restricted for Public Health & Welfare	265,286.38	

			ARPA - Health Department		
58832	304		Architects		3,400.97
58832	499		Other Supplies & Materials		13,404.00
58832	707		Building Improvements		32,507.41
58832	790		Other Equipment		21,900.00
47402			American Rescue Plan Act Grant # 2	71,212.38	
			ARPA Library Broadband Ready Grant		
58841	307		Communication		113.22
58841	399		Other Contracted Services		140.00
58841	790		Other Equipment		18,123.28
47406			American Rescue Plan Act Grant A	18,376.50	
			Ag Park FEMA HMPG Community Safe Room Grant		
91300	308		Consultants		117,682.00
47235			Homeland Security Grants	105,914.00	
46980			Other State Grants	5,884.00	
34640			Committed for Agriculture & Natural Resources	5,884.00	
			Animal Shelter Spay & Neuter Grant		
55120	357	SPAY	Veterinary Services		1,100.00
46980		SPAY	Other State Grants	1,100.00	
			Ambulance - Rural Health Transformation Grant		
55130	718	RHTP	Vehicles		305,461.00
47590		RHTP	Other Federal through State	305,461.00	
				2,461,855.74	**2,461,855.74**

General Capital Projects Fund 171

		Other General Government Projects		
91190	712	Heating & Air Conditioning		17,600.00
34675		Committed for Capital Outlay	17,600.00	
			17,600.00	**17,600.00**

_____

County Executive

Attest:

_____

County Clerk

Sponsor:

_____

Evan Baddour

Giles County
Board of Education
Budget Amendments 26-27
General Purpose School Fund

2026-49

received
07/14/2026 CW

#	Account Code	Description	Debit	Credit
	Fund 141	**General Purpose School**		
		25-26 Carryover		
	71100-429	MH - Supplies		1,654.00
	71100-722	MH- Equipment		8,349.00
	39000	Fund Balance - Rollover	10,003.00	
		Textbooks		
	71100-449	Textbooks		330,000.00
	39000	Fund Balance	330,000.00	
		Director of Schools		
	72320-161	Secretary(s) - (HR/Board Secretary)		853.00
	72320-201	Social Security		53.00
	72320-204	State Retirement		74.00
	72320-212	Employer Medicare		13.00
	72320-524	In-Service/Staff Development	993.00	
		Transfer to Capital		
	99100-590	Transfer to Capital		500,000.00
	39000	Fund Balance	500,000.00	
			840,996.00	**840,996.00**

Fund 177	**Education Capital Projects Fund**		
	Carryover		
91300-707	Building Improvements		109,174.58
39000	Capital Fund Balance	109,174.58	
	Transfers In		
91300-707	Building Improvements		500,000.00
49800	Transfers In	500,000.00	
		609,174.58	**609,174.58**
Fund 178	**Education Capital Projects Fund # 2**		
	Carryover		
91300-304	Architects		40,000.00
91300-707	Building Improvements		499,651.62
39000	Capital Fund Balance	539,651.62	
		539,651.62	**539,651.62**

County Executive

Attest:

County Clerk

Sponsor:

Judy Pruett

RESOLUTION NO. 2026-50

received
06/24/2026 cw

RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE, AUTHORIZING THE APPROVAL OF SURETY BONDS FOR OTHER COUNTY OFFICIALS AND COUNTY EMPLOYEES REQUIRED TO HAVE BONDS AND TO APPROVE SURETY BONDS FOR OTHER COUNTY OFFICIALS AND COUNTY EMPLOYEES

WHEREAS, state law requires county officials and county employees to furnish an official bond upon their undertaking their duties of office; and

WHEREAS, the officials and employees duly executed their bonds and said bonds should be approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

SECTION ONE: That the bonds and the amounts of the other officials and county employees of Giles County, Tennessee are hereby approved and that payment of the same be paid from the funds of the 2023-2024 General Fund Budget.

SECTION TWO: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this 20th day of July, 2026.

_____
County Executive

ATTEST:

_____
County Clerk

_____
Joyce Woodard
Sponsor

SURETY'S BOND NO. LSM1697948

STATE OF TENNESSEE
COUNTY OF Giles
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Giles County Soil Conservation District Secretary

KNOW ALL MEN BY THESE PRESENTS:

That Larry Dickey of Pulaski (City or Town), County of Giles Tennessee, as Principal, and RLI Insurance Company as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Twenty-Five Thousand Dollars And No Cents Dollars ($ 25,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly ☐ elected ☐ appointed to the office of Giles County Soil Conservation District Secretary of and for Giles County for the _____ year term beginning on the 29th day of May, 2026, and ending on the 29th day of May, 2027.

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

That if the said Larry Dickey, Principal, shall:

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

WITNESS our hands and seals this 28th day of February, 2026.

WITNESS-ATTEST:

Penny Whitworth

PRINCIPAL:

Larry Dickey

Larry Dickey

SURETY:
RLI Insurance Company

by: Eric Raudins
Eric Raudins — Attorney In Fact

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

COUNTERSIGNED BY:

N/A
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

GILES COUNTY TENNESSEE

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Giles

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

Witness my hand and seal this 24th day of June, 2026.

My Commission Expires:
August 31, 2026.

Carol H Wade
Notary Public

(over)

CT-0467 (Rev 07-13) RDA 903

O4104420-10,0

received
07/09/2026

RESOLUTION 2026-51 TO ADOPT
THE GILES COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

County of Giles
State of Tennessee

WHEREAS, the State of Tennessee has ordained that every county and incorporated municipality in the state is required to have a Hazard Mitigation Plan approved by the Tennessee Emergency Management Agency to maintain eligibility for state disaster assistance after November 2004; and

WHEREAS, the Federal Emergency Management Administration (FEMA) under the Disaster Mitigation Act of 2000 has ordained that every county and incorporated municipality within the county is required to have a Hazard Mitigation Plan approved by FEMA in order to be eligible for Hazard Mitigation Grant Program Funding for Presidential disasters declared after November 2004; and

WHEREAS, under the Disaster Mitigation Act of 2000, the Federal Emergency Management Agency (FEMA) has issued an Interim Final Rule that details the minimum criteria for local hazard mitigation plans; and

WHEREAS, Giles County agrees with the concept of and necessity for hazard mitigation planning; and

WHEREAS, The Giles County Hazard Mitigation Planning Committee recommends the adoption of the Giles County Multi-Jurisdictional Hazard Mitigation Plan and;

WHEREAS, the Tennessee Emergency Management Agency and the Federal Emergency Management Agency have conducted a review of and approved the Giles County Multi-Jurisdictional Hazard Mitigation Plan;

NOW THEREFORE, we the Board of Commissioners hereby adopt the Giles County Multi-Jurisdictional Hazard Mitigation Plan as submitted this _____ day of _____, the public welfare requiring it.

_____
County Executive– Giles County Board of Commissioners

_____
Sponsor

_____
County Clerk

U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

May 13, 2026

Mr. Shannon Ball
State Hazard Mitigation Officer
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204

Reference: Giles County Hazard Mitigation Plan

Dear Mr. Ball:

The Federal review of the draft Giles County Hazard Mitigation Plan for compliance with the planning requirements contained in 44 CFR §201.6 is complete. The plan is compliant with Federal requirements, subject to formal community adoption. FEMA approval pending adoption does not include the review or approval of content that exceeds the applicable FEMA mitigation planning requirements.

For our office to issue formal approval of the plan, the jurisdiction(s) must submit adoption documentation. Upon receipt of the adoption resolution(s) to our office, we will issue formal approval of the Giles County Hazard Mitigation Plan. Once approved, please submit a final copy of the Plan, without draft notations and track changes.

If you or any plan participant need assistance, please do not hesitate to contact Kymberly Kudla, of my staff, at (202) 655-6712.

Sincerely,

KRISTEN M MARTINENZA
Digitally signed by KRISTEN M MARTINENZA
Date: 2026.05.13 13:04:48 -04'00'

Kristen M. Martinenza, P.E.
Risk Analysis Branch Chief

RESOLUTION 2026- 52

received
07/14/2026

A RESOLUTION COMMITTING UP TO 10 ACRES OF COUNTY PROPERTY AT EXIT 14 FOR A WASTEWATER TREATMENT FACILITY TO BE BUILT BY PILOT

WHEREAS, wastewater treatment capacity is needed to support development at Interstate 65, Exit 14; and

WHEREAS, Pilot Travel Centers LLC ("Pilot") has expressed willingness to build a wastewater treatment facility at Exit 14 at its own expense, provided suitable land is made available; and

WHEREAS, the County wishes to demonstrate its commitment to this partnership — the County providing the land, Pilot providing the investment — while the definitive lease terms are finalized;

NOW, THEREORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION:

Section 1: The County commits to making up to ten (10) acres of County-owned property available near Exit 14 for a wastewater treatment facility to be built and paid for by Pilot.

Section 2: The County intends to lease this land to Pilot for $1.00 per year, in recognition of Pilot bearing the full cost of construction.

Section 3: The County Executive is authorized to negotiate a definitive lease with the Economic Development Commission and Pilot reflecting these terms, to be brought back to this Commission for approval before taking effect.

Section 4: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted 20 July 2026.

_____
G. S. Stowe, County Executive

ATTEST;

_____
County Court Clerk

Sponsor:

_____
Erin Curry

RESOLUTION NO. 2026- 53

A RESOLUTION OF THE GILES COUNTY COMMISSION TO QUITCLAIM PROPERTY TO THE CITY OF ARDMORE, TENNESSEE

received 07/14/2026 G

WHEREAS, T.C.A. § 67-5-2507 authorizes a county to convey real property acquired through delinquent tax proceedings to a municipality by quitclaim deed; and

WHEREAS, the parcel of land designated Map 181, Group A, Parcel 001.01, located on Union Hill Road in Ardmore, Tennessee did not sell at a recent delinquent tax sale; and

WHEREAS, this parcel adjoins existing property of the City of Ardmore, Tennessee; and

WHEREAS, the delinquent taxes assessed against this parcel total $373.33.

NOW, THEREFORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION:

Section 1. That the parcel designated Map 181, Group A, Parcel 001.01, located on Union Hill Road in Ardmore, Tennessee be quitclaimed to the City of Ardmore, Tennessee.

Section 2. That the delinquent taxes of $373.33 assessed against said parcel be and are hereby waived.

Section 3. That the County Executive is hereby authorized and directed to execute a quitclaim deed and all other documents necessary to effectuate the transfer described herein.

Section 4. That all orders and resolutions in conflict herewith be and the same are hereby repealed, and this Resolution shall take effect immediately upon its passage.

This resolution adopted this 20th day of July 2026.

G. S. Stowe, County Executive

Erin Curry, Sponsor

ATTEST: _____

received
07/14/2026

RESOLUTION NO. 2026- 54

A RESOLUTION RESCINDING RESOLUTION NO. 2024-22 WHICH ESTABLISHED A NEW COMPENSATION SCHEDULE FOR THE GILES COUNTY COMMISSION

WHEREAS, on April 20, 2024, the Giles County Commission adopted Resolution No. 2024-22 (the "Prior Resolution"), which established a new compensation schedule for county commissioners, fixing pay at a rate equal to one twenty-first (1/21) of the County Executive's annual salary, subject to a penalty for missed meetings intended to incentivize attendance; and

WHEREAS, at a subsequent meeting, the County Commission voted by majority (in Resolution 2026-31) to remove the attendance penalty provision from the Prior Resolution, thereby eliminating the only mechanism designed to offset the cost of the new pay structure; and

WHEREAS, the removal of the attendance penalty, combined with the flat-rate compensation structure established by the Prior Resolution, has had the practical effect of approximately doubling the budget line item for commissioner compensation compared to the pay-per-meeting system; and

WHEREAS, during the Fiscal Year 2026-27 budget process, this Commission asked county department heads to reduce their budgets in order to close a significant budget shortfall, and it is inconsistent with that ask for the Commission to simultaneously approve a compensation structure that doubles its own budget line item; and

WHEREAS, the County Commission has determined that it is in the best interest of the county and its residents to rescind the Prior Resolution and return commissioner compensation to the prior pay-per-meeting structure until such time as a fiscally responsible alternative can be fully considered;

NOW, THEREFORE, BE IT RESOLVED by the Giles County Commission, as follows:

1. That Resolution No. 2024-22 adopted on April 20, 2024, establishing a new compensation schedule for members of the Giles County Commission, is hereby rescinded, repealed, and declared to be of no further force or effect.

2. That commissioner compensation shall revert to the pay-per-meeting schedule in effect prior to the adoption of the Prior Resolution.

3. That all prior resolutions or parts of resolutions in conflict with this resolution are hereby rescinded to the extent of such conflict.

4. That this resolution shall take effect immediately upon its passage and approval.

ADOPTED by a simple majority vote of the Giles County Commission on this ____ day of July, 2026.

Evan P. Baddour

_____ _____

G. S. Stowe, County Executive Evan Baddour, Sponsor

ATTEST: _____