

**RHEA COUNTY REGULAR COMMISSION MEETING  
AUGUST 19, 2025 6:00 P.M. PHIL SWAFFORD BUILDING**

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

Present were: Jim Reed, Chairman; Jim Vincent, County Executive; Linda Shaver, County Clerk; Commissioners Present: Cashman, Dunn, Fisher, Francisco, Stephens, Thedford, Welch.

Absent: Ballard Commission meeting opened with Prayer and Pledge to the American Flag.

**KARSON DYE PRESENTED CERTIFICATES TO FIREFIGHTER GRADUATES AND PRESENTED A FIREFIGHTER COIN BY THE COMMISSION.**

**2. APPROVAL OF MINUTES OF PREVIOUS MEETINGS ON 07-15-2025 AND 08-08-2025**

Motion Commissioner Thedford, second Commissioner Dunn to approve the minutes as Presented.

VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED

**3. CONSIDERATION OF RESOLUTION SHERIFF'S DEPARTMENT SHRFD RESERVE ACCOUNT**

No action taken, consideration dies.

**4. CONSIDER DRONE INSURANCE**

Motion Commissioner Welch, second Commissioner Thedford to remove from the table The discussion of Drone Insurance.

MOTION CARRIED BY UPLIFTED HAND VOTE

Motion Commissioner Cashman, second Commissioner Welch to accept the Drone Insurance With total premium to be \$4241 per year. Drone Insurance Summary follows next pages.

**5. READ INTO THE MINUTES RHEA COUNTY COMMITTEES' MINUTES**

Motion Commissioner Francisco, second Commissioner Dunn to approve the following minutes Of Rhea County Committees' Minutes be Read into Minutes.

- a. Rhea County Fire Protection Authority Board January, February, April, May, June
- b. Rhea County Medical Center Board of Directors
- c. Rhea County Library Board May, and Special Called May

Minutes follow next pages.

MOTION CARRIED BY UPLIFTED HAND VOTE

**6. CONSIDER ADDITION OF MINUTES TO COUNTY WEBSITE**

Motion Commissioner Thedford, second Commissioner Cashman to add minutes to the County Website including agenda.

VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED

**7. RESOLUTION #25-08-60 Authorizing Electronic Participation In Meetings Under Certain Circumstances and Establishing a Policy for Conducting Meetings By Electronic Means.**

Motion Commissioner Fisher, second Commissioner Francisco to approve the Resolution. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED

**8. RESOLUTION #25-08-61 Reaffirming Funding For 50% of the Host Fees For 2025 Fishing Tournaments To Be Allocated From The Hotel Motel Tax Funds.**

Motion Commissioner Thedford, second Commissioner Welch to approve the Resolution. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED

**9. RESOLUTION #25-08-62 To Allocate \$17,486.50 From Hotel Motel Tax Fund To Fund Three Additional Fishing Tournaments.**

Motion Commissioner Welch, second Commissioner Thedford to approve the Resolution. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED

## Drone Insurance Summary

- Coverage for 2 drones – 2025 Skydio and DJI Innovations
- The Skydio will be insured for \$16,108 with a 10% deductible (\$14,497)
- The DJI Innovations will be insured for \$15,000 with a 10% deductible (\$13,500)
- Accessories are insured for \$3,385 with a 10% deductible (\$3,047)
- Spare engines and spare parts are covered for \$1,476 with a 10% deductible (\$1,328)
- Fire – \$100,000
- The policy includes liability insurance in the amount of \$500,000 and medical expense of \$5,000.
- The older drone that the County owns is covered by our liability insurance with TN Risk Management
- Total Premium = \$4,241 per year



**Aviation Insurance Quote  
Unmanned Aircraft Systems (UAS Policy Form)**

Application Number: 925903

Producer:  
ARLINGTON ROE AND CO INC  
8888 KEYSTONE CROSSING  
INDIANAPOLIS, IN 46240

No insurance will be afforded through Global Aerospace, Inc. until the online application is completed and a policy has been purchased. The policyholder shall not consider any coverage to be in force, until they receive confirmation from the producer or from Global Aerospace, Inc. that a policy is in effect. This submission does not require the applicant to purchase or the company to afford any insurance.

The offer of insurance described in this Summary is valid through 29 Sep 2025

**Applicant**

Rhea County Government  
Michael Duvall  
375 Church Street, Suite 200, Dayton, TN, 37321

Coverage Date: **09 Jul 2025** For one year with effect from 12:01 A.M. local time at address of applicant  
Current Insurance Carrier: **NEW TO MARKET**

**Unmanned Aircraft Systems (UAS) Premium**

<u>Year, Make, Model</u>	<u>Flight Hours</u>	<u>Deductible</u>	<u>Insured Value</u>	
2025 SKYDIO X10 TBA UNKNOWN SERIAL NUMBER	100	In Motion: 10% NotInMotion: 10%	\$16,108	\$1,598
2025 DJI INNOVATIONS MATRICE 30T 1581F5BKD224L00BC3H4	100	In Motion: 10% NotInMotion: 10%	\$15,000	\$1,484

**UAS Payload Premium**

<u>Make, Model</u>	<u>Deductible</u>	<u>Insured Value</u>	
NIGHSense AND SKYDIO SPEAKER, SPOTLIGHT AND ON FILE	In Motion: 10% NotInMotion: 10%	\$3,385	\$409

<u>Spare Engines and Spare Parts</u>	<u>Deductible</u>	<u>Insured Value</u>	
	10%	\$1,476	\$30

War, hi-jacking and other perils Physical Damage Coverage for Drones, Ground Equipment and Payload Included

Liability Coverage \$500,000 \$720

*\* The Liability Premium shown above is the total for all units on the policy.*

Single Limit Body Injury and Property Damage Liability:

Also includes Liability arising from:

- + occasioned by or in consequence of war hi-jacking and other perils
- + the operation of UAS you rent/lease/borrow for periods of less than 30 days
- + UAS operated on your behalf by others

**Additional Benefits (Subject to conditions)**

Bail Bonds	\$5,000	<b>Included</b>
Fire Legal	\$100,000	
Contractual Liability	<b>Policy Limit</b>	
Product liability arising out of sale of scheduled aircraft	<b>Policy Limit</b>	

**Personal Injury** **\$500,000** **Included**  
*\* The Personal Injury Premium shown above is the total for all units on the policy.*

**Medical Expense** **\$5,000** **Included**  
*\* The Medical Expense Premium shown above is the total for all units on the policy.*

**Acts of Terrorism under the TRIPRA** **Included**

**Premium** **Coverage Premium:** **\$4,241.00**

**Dated:** July 09, 2025

**Underwriter:**



**Intended Uses**

- Events (Concerts/Sports/Weddings etc.)
- Fire Fighting/Support
- Instruction and Training
- Law Enforcement
- Mapping/Geophysical
- Search and Rescue
- Surveillance

**Operators**

Operators of Unmanned Aircraft Systems (UAS) less than 15lbs

Will all operations of the UAS be conducted: **Yes**  
 (a) By operators holding a valid Remote Pilot Airman Certificate with Small UAS rating, or  
 (b) Under special exemption 49 U.S.C. 44807 in accordance with 14 CFR Part 11, or  
 (c) Under a Certificate of Authorization or Waiver (public entities only)?

**Insurance and Claims History**



Rhea County Fire Protection Authority Board

Meeting Minutes January 7, 2025

1. Meeting opened at 18:37
2. Old Business
  - a. Approval of Previous Meeting Minutes – Leo Stephens Motion to approve, Mark Cashman Second, All in favor
3. New Business
  - a. Signature of By-Laws approved at previous meeting – All signed By-Laws, They are in Order and In Force
  - b. Fire Chief Report – No Report
  - c. Approval of Fire Applicants –
    - i. David Martin Jr. Member – Leo Stephens Motion to approve, Nick Welch Second, All in favor
    - ii. Allason Tipton – Nick Welch Motion to approve, Leo Stephens Second, All in favor
    - iii. Joshua Dalton – Nick Welch Motion to Approve, Leo Stephens second, all in favor
4. No other Business
5. Meeting adjourned at 18:51

In attendance:

Mark Cashman, Jim Reed, Nick Welch, Brad Harrison, Karson Dye, Kyle Argo

Meeting Minutes completed by Kyle Argo February 3, 2025.



Rhea County Fire Protection Authority Board

Meeting Minutes February 4, 2025

1. Meeting opened at 18:20
2. Old Business
  - a. Approval of Previous Meeting Minutes – Leo Stephens Motion to approve, Mark Cashman Second, All in favor
3. New Business
  - a. Fire Chief Report
    - i. Disciplinary Complaint from Graysville Police Department on Don Clark
      1. Recommendation by Chief to remove from department due to conduct unbecoming due to behavior by Mr. Clark in Graysville PD Reports.
      2. Mark Cashman Motioned to remove Don Clark from Rhea County Fire Department due to conduct unbecoming and through the authority of the Rhea County Fire Department By-Laws, Leo Stephens Second, all in favor
  - b. Approval of Fire Applicants –
    - i. Frank McCormick – Approved – Leo Stephens Motion, Mark Cashan Second, all in favor
    - ii. Rebecca Blackwell – Approved – Leo Stephens Motion, Mark Cashan Second, all in favor
    - iii. Amber Curry – Conditionally approved – awaiting background check in March Meeting
4. No other Business
5. Meeting adjourned at 18:54

In attendance:

Mark Cashman, Jim Reed, Leo Stephens, Brad Harrison, Karson Dye, Kyle Argo

Meeting Minutes completed by Kyle Argo March 5, 2025.



Rhea County Fire Protection Authority Board

Meeting Minutes April 1, 2025

1. Meeting opened at 18:00
2. Old Business
  - a. Approval of Previous Meeting Minutes – Mark Cashman Motion to approve, Leo Stephems Second, All in favor
3. New Business
  - a. Fire Chief Report – No Report
  - b. Approval of Fire Applicants –
    - i. Rachel Buckner
    - ii. Chanda Roberts
    - iii. Troy Williams
    - iv. William Wise
4. No other Business
5. Meeting adjourned at 18:15

In attendance:

Jim Reed, Kyle Argo, Brad Harrison, Mark Cashman -Phone, Leo Stephens – Phone

Meeting Minutes completed by Kyle Argo May 6, 2025.



## Rhea County Fire Protection Authority Board Meeting Minutes

May 6, 2025

1. Opening 6:05pm
2. Old Business:
  - a. Approval of Previous Meeting Minutes: Mark Cashman Motion to Approve, Leo Stephens Second, All in favor
3. New Business:
  - a. Fire Chief Report: No Report
  - b. Discussion of Fire Applicants Back Ground check procedure: Jim Reed – Hire a nation-wide company for back ground checks, should be a line at finance for this, try to keep local, if possible, if not find best solution. Ask Amy Fox at school what their procedure is.
  - c. Any other issues to report:
    - i. FPA is requesting the County Commission to move forward with the purchase of Fire Skid #2 and 2 Trucks from Homestead Motors. 1 is a cab and chassis ambulance for service and the other is a brush truck- Mark Cashman Motion to approve, Leo Stephens Second All in Favor
    - ii. Junior Member Application Sophie Riley Accepted, Transfer Member Mary Boyle from 790 to 780 Accepted: Mark Cashman Motion, Leo Stephens Second, all in favor
4. Adjournment: 6:23pm Mark Cashman Motion, Leo Stephens Second, All in Favor

In Attendance:

Leo Stephens, Mark Cashman, Jim Reed, Brad Harrison, Kyle Argo, Karson Dye

Minutes completed 5/7/2025 by Kyle Argo



Rhea County Fire Protection Authority Board

Meeting Minutes June 3, 2025

1. Meeting opened at 18:00
2. Old Business
  - a. Approval of Previous Meeting Minutes – Mark Cashman Motion to approve, Leo Stephens Second, All in favor
3. New Business
  - a. Fire Chief Report – House Fire on June 1, suspects arson, under investigation, nothing else to report
  - b. Discussion of Background Checks for Fire Applicants
    - i. Rhea County School System uses IdentoGO in Athens – Requires potential employees to pay for their background checks unless special circumstances
    - ii. La-Z-Boy uses D2 (info attached), used to use First Advantage/Sterling (info attached)
    - iii. TBI Suggestions – IdentoGO (print out from TBI Website)
    - iv. Wolf Creek Baptist Uses Safe Hiring Solutions
      1. Mark Cashman Motioned to use IdentoGO and have County Cover the cost of the background check, Leo Stephens Second, all in favor. Have Finance Check the previous meeting minutes from January '23 to April '24 for the county commission approving the use of \$1,000 for background checks
  - c. Approval of Fire Applicants –
    - i. Kurtis Scobee – Approved Pending Background check
    - ii. Hunter Price – Denied due to incomplete, needs ID. Once Complete will reevaluate
    - iii. Joseph McCroskey – Approved Pending Back Ground Check
    - iv. Earle Lightner – Approved Pending Back Ground Check
    - v. Chauncy Odum – Denied due to incomplete, Needs ID and High School Dates, Once Complete will reevaluate
4. No other Business
5. Meeting adjourned at 18:30

In attendance:

Mark Cashman, Jim Reed, Leo Stephens, Brad Harrison, Kyle Argo

Meeting Minutes completed by Kyle Argo June 4, 2025

**RHEA MEDICAL CENTER  
BOARD OF DIRECTORS' MEETING  
MINUTES**

**TIME AND PLACE**      The Rhea Medical Center Board of Directors met in a regular meeting on Monday, June 16, 2025, at 5:00 p.m. in the boardroom of the Medical Center

**MEMBERS**

**PRESENT**      Billy Thedford, Chair  
                  Jeff McDaniel  
                  Bill Hollin  
                  Shane Clark  
                  Jim Reed  
                  Leo Stephens

**MEMBERS**

**ABSENT**      Lebron Purser, Vice Chair

**OTHERS**

**PRESENT**      Hoss Whitt, CEO  
                  Harv Sanders, CFO  
                  Brandi Lytle, RN, Quality Director  
                  Sam Brown, Ovation Health  
                  Carol Ann Barron, Attorney  
                  Teresa Roberts, Recording Secretary

**BUSINESS**

**I. WELCOME AND INTRODUCTION**

Chairman Billy Thedford welcomed Board members and guests to the June 16, 2025, regular meeting of the Board of Directors.

**II. CALL TO ORDER**

The meeting was called to order at 5:09 p.m.

**III. REVIEW OF MISSION, VISION, VALUES**

Chairman Thedford deferred to board member Shane Clark to read aloud the Mission, Vision, and Values statements.

#### IV. FINANCE COMMITTEE REPORTS

- **Quality Report**

Brandi Lytle, RN presented the quality report for the month of May 2025. (Written report attached.)

- **Financial Report-Month Ending May 31, 2025 (Written report attached.)**

-Reported a net income of \$35,000 for May 2025, including a loss of \$82,000 from physician practices.

-Gross Patient Revenue increased \$797,000 compared to prior year

-Inpatient Revenue increased by \$146,000 due to higher admissions & patient days.

-Outpatient Revenue increased by \$651,000. Billing for the Emergency Physicians began in January and added \$1,249,000 to revenue.

-Salaries are over budget by \$146,000. In April there was a payroll accrual adjustment, that led to salaries being understated in April and resulted in a \$142,000 increase in May salary expense.

-Physician fees over budget by \$135,000 due to change in Concord contract to cost plus. RMC now does the billing and receives reimbursement.

-Supplies over budget by \$289,000. Replenishing drugs for 340b was over budget by \$200,000. Cost for oncology drugs also increased supply cost by \$62,000.

-Other operating revenue includes the \$275,000 final insurance settlement on the Sale Creek building.

#### V. APPROVAL OF MINUTES

Bill Hollin made a motion; seconded by Jeff McDaniel to approve the board meeting minutes of May 19, 2025. There was no discussion, and no one opposed. Motion passed unanimously.

#### VI. MEDICAL STAFF REPORT

##### A. MINUTES

Billy Thedford presented the Medical Executive Committee meeting minutes of May 13, 2025, see attached due to Dr. Lackey being absent.

Shane Clark motioned; Jim Reed seconded to accept the Medical Executive Committee meeting minutes of May 13, 2025, as presented. There was no discussion, and none opposed. Motion passed unanimously.

##### B. CREDENTIALING

*Hoss Whitt presented the following due to Dr. Lackey's absence.*

##### New Appointments

There were no new appointments for the month of June.

Reappointments:

- James Alberta, MD-Internal Medicine
- Melanie Blake, MD-Internal Medicine
- Marvin Eason, MD-Emergency Medicine
- Karen Whittaker, MD-Emergency Medicine
- Alexander Zotos, MD-Emergency Medicine

Jim Reed made a motion, seconded by Shane Clark, to approve the re-appointment to the medical staff as presented. There was no discussion, and none opposed. Motion carried.

Provisional Period Extensions

There were no extensions to report for the month of June.

Provisional to Regular Staff

There were no provisional to regular staff to report for the month of June.

Deletions- No Board action required.

There were no deletions to report for the month of June.

**VII. NURSING SERVICES REPORTS**

Samantha Bryant presented the CNO report. ED census is down along for the month of May. Admissions had increased. Stroudwater met with Tim and Katie and gave a lot of good feedback and helped with throughput times. See report attached.

Jeff McDaniel motioned to approve the CNO report seconded by Leo Stephens. There was no discussion, and none opposed. Motion passed unanimously.

**VIII. QUALITY MANAGEMENT**

Quality Report for May 2025

Shane Clark motioned to approve the Quality Report for May 2025 as presented. (see attached) Leo Stephens seconded the motion. There was no discussion, and none opposed. Motion passed unanimously.

**IX. COMMITTEE REPORTS**

**A. FINANCIAL STRATEGIC PLANNING**

Approval/May 31, 2025 Financial Statements

Leo Stephens motioned to approve the Financial Statements for the month ending May 31, 2025, as presented. Jim Reed seconded the motion, there was no discussion, and none opposed. Motion passed unanimously. (Report attached.)

**Approval/2026 FY Budget**

Jeff McDaniel motioned to approve the 2026 FY Budget as presented. Shane Clark seconded the motion. There was no discussion and none opposed. Motion passed unanimously. (2026 Budget attached.)

**B. RENOVATIONS/MAINTENANCE**

No report.

**C. RECRUITMENT**

No report.

**D. EDUCATION/PUBLIC RELATIONS**

No report.

**E. LONG RANGE/FUTURE PLANNING**

No report.

**X. ADMINISTRATOR'S REPORT**

Hoss presented: (Report attached)

-Currently working with engineer & construction company to renovate plan for property located at 7606 Rhea County Highway.

-Dr. Kim will begin performing surgeries at RMC on July 22, 2025.

-Pending the signature of the Spine Program contract, we will begin seeing patients at the spine clinic on July 14<sup>th</sup>.

-The corporate practice law goes into effect July 1, 2025. We are working on a plan to transition from Concord Medical to our employed model & we will present that plan at the next board meeting. Concord is having trouble in recruiting physicians & we are about to lose two-night shift physicians. Ashley Fine and I are working on a new physician recruitment strategy.

-We are scheduled to transition to the employed CRNA model beginning November 1<sup>st</sup>.

-Regarding TRANE chiller unit going down and needing emergency financial decisions: unit is 18 years old and will cost \$750,000 to completely replace. Had to replace several parts (See below in new business) to keep unit up and running. Would like to get at least 2 more years out of current unit. I feel TRANE did not properly maintain unit. Has spoke with Johnson Control of the possibility of maintenance of the unit in the future.

Jim Reed motioned to approve June 2025 Administrator's report as presented. Bill Hollin seconded. There was no discussion, and none opposed. Motion carried unanimously.

**XI. MISCELLANEOUS**

**Acceptance/Safety Committee Meeting Minutes of April 22, 2025**

Shane Clark motioned, Jeff McDaniel seconded to accept the meeting minutes of April 22, 2025, Safety Committee meeting as presented. There was no discussion, and none opposed. Motion passed unanimously.

**Approval/Surplus computer equipment**

Jim Reed motioned to approve; Leo Stephens seconded the motion to accept the surplus list. There was no discussion and none opposed. Motion passed unanimously.

**XII. OVATION HEALTHCARE REPORT**

- Dennis and Kylie working on Spine program & keeping both side on task.
- Mock survey was completed, but Ovation team is available & willing to help.
- CHNA completed and presented in board packet. Required by RMC every three years.

Jeff McDaniel motioned to accept the Ovation report Jim Reed seconded. There was no discussion, and none opposed.

**XIII. OLD BUSINESS**

None to report.

**XIV. NEW BUSINESS**

Approval to accept the 2025 Community Needs Assessment. Jim Reed made a motion to approve seconded by Shane Clark. There was no discussion and none opposed. Motion passed unanimously.

Approval of DNV 3yr commitment contract renewal at \$19,635 fourth year at \$26,775. Jeff McDaniel made a motion to approve seconded by Shane Clark. There was no discussion and none opposed. Motion passed unanimously.

Approval of renewal of Johnson Control Fire service agreement at \$5,891.60. Shane Clark made a motion to approve seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

Approval of TRANE A/C Chiller Rental in the amount of \$31,900 for the first month then \$26,000 recurring. Jim Reed made a motion to approve seconded by Leo Stephens. There was no discussion and none opposed. Motion passed unanimously.

Approval of TRANE Compressor Replacement in the amount of \$45,792. Shane Clark made a motion to approve seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

Approval of TRANE Circuit 2 Repairs in the amount of \$32,824. Jeff McDaniel made a motion to approve seconded by Shane Clark. There was no discussion and none opposed. Motion passed unanimously.

Approval of STEIS OR Lights in the amount of \$25,895.12. Jim Reed made a motion to approve seconded by Leo Stephens. There was no discussion and none opposed. Motion passed unanimously.

Approval of Resolution of Plan 457B (authorizing Harv Sanders to sign documents) in the amount of \$300 fee. Jim Reed made a motion to approve seconded by Leo Stephens. There was no discussion and none opposed. Motion passed unanimously.

Approval of IAM invoice (Industrial Air & Mechanical, LLC) in the amount of \$8001.38 for pipe fitting & welding. Shane Clark made a motion to approve seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

**XV. HOSPITAL COMMITTEE CHAIRMAN'S REPORT**

- None to report.

**XVI. ADJOURNMENT**

There being no further business to discuss, a motion was made by Jeff McDaniel and a second was made by Leo Stephens to adjourn the meeting at 6:13 p.m.

The next regularly scheduled meeting of the Board of Directors will be held on Monday, July 21, 2025, at 5:00 p.m. in the Board Room of Rhea Medical Center.

  
Recording Secretary

  
Board Vice-Chair

**Library Board Meeting Minutes: May 6, 2025  
Audrey Pack Library in Spring City**

Our meeting was held on May 6, 2025, at the Audrey Pack Library in Spring City. Board members in attendance were Tyler Brown, Crystal Giles, Janice Hunter, Rebekah James, and Spring City Librarian Cindy Wilkey.

Rebekah James read the minutes from the January meeting. Crystal Giles made a motion to approve the minutes and Tyler Brown seconded the motion.

Cindy Wilkey gave an update for the Audrey Pack Library. Cindy presented two sessions at the library conference. Upcoming events for the library included:

- May 15th: Community Resource Day, which included information for the united Way, free summer camp for the Tennessee Valley Theater, and Blue envelope program information through the KTG Foundation.

**New Business:**

- Tyler will send in the new library agreement.
- A library public comment policy needs to be established and attached to the agenda
  - The comment agenda has been tabled until the July meeting to discuss with the rest of the board members; Crystal will also take care of getting the Rhea County government policy for us to read.
- Term limits: Janice Hunter nominated Melody Ruehling to take Bunny Derlak's position as a Dayton representative. The nomination was seconded by Crystal Giles. A meeting was scheduled for May 22nd at the Dayton Library to discuss the nomination.
  - Tyler will also talk to Jan Jasso regarding a nomination for replacing her as the Graysville representative following the end of her second term.
- Cindy Wilkey also reached out to Liz in regards to canceling and rescheduling meetings if there is no new business; answer to come.
- The idea was accepted that the board should create a Google Drive for minutes and resources.

Next meeting date: July 10th @4:00 at the Clyde W. Roddy Library.

Motion to adjourn the meeting was made by Crystal Giles.  
Second motion to adjourn was made by Janice Hunter.

Respectfully submitted,  
Rebekah James  
Board Vice President

**Rhea County Library Board Meeting  
May 22, 2025**

The Rhea County Library Board met in a special called meeting at The Roddy Library.

Those in attendance were Janice Hunter, Crystal Giles, Jan Jasso, Tyler Brown, and Nicki Snyder, and Richard Daugherty.

**OLD BUSINESS**

Tyler Brown opened the meeting and introduced Carrie Daniels, who will be taking Jan Jasso's place, whose term has expired. Melody Ruehling will be taking Bunny Derlak's place, who is leaving because of health reasons. A letter will be sent to the Rhea County Commission to receive permission to add these two new members.

Jan Jasso read the minutes from the previous meeting and they were approved as read.

**NEW BUSINESS**

A discussion was held concerning the public comment policy. A motion was made by Jan Jasso and seconded by Janice Hunter to approve this policy, with all members unanimously voting acceptance.

It was decided to make a g-mail account to share items with members.

A motion was made by Crystal Giles and seconded by Jan Jasso to make this happen.

Nikki Snyder discussed future funds for the library.

The Library On the Go will be rolled out next week.

Tyler Brown made a motion to adjourn and Richard Daugherty seconded the motion.

**NEXT MEETING**

The next meeting will be on July 10, at 4:00, at the Roddy Library.

Respectfully submitted,

Jan Jasso

RESOLUTION NO. 25-08-60

**RESOLUTION AUTHORIZING ELECTRONIC PARTICIPATION IN MEETINGS UNDER CERTAIN CIRCUMSTANCES AND ESTABLISHING A POLICY FOR CONDUCTING MEETINGS BY ELECTRONIC MEANS.**

**WHEREAS**, Public Chapter 411, Acts of 2025, was passed by the Tennessee General Assembly during the 2025 legislative session and signed by Governor Lee on May 9, 2025; and

**WHEREAS**, the county legislative body of Rhea County wishes to opt in to Tennessee Code Annotated, Section 5-5-106(b), to allow electronic participation in meetings under specified circumstances and to create a policy governing the conducting of such meetings;

**NOW, THEREFORE, BE IT RESOLVED** by the county legislative body of Rhea County, Tennessee (“governing body”) that:

**SECTION 1. Participation in Electronic Meetings by Officials.** The governing body, pursuant to Tennessee Code Annotated § 5-5-106(b), hereby adopts the authority for its members to participate in meetings by electronic means under certain circumstances by a two-thirds (2/3) majority vote. Members of the governing body may participate in a scheduled meeting by electronic means, including, but not limited to, videoconferencing or other web-based media, but only for the following reasons:

- (a.) The member of the governing body is dealing with a family or medical emergency as determined by the governing body. Such determination will be made on a case-by-case basis at the start of the meeting at which the member is requesting to participate electronically.
- (b.) The member of the governing body has been called into military service; or
- (c.) The member of the governing body is unable to attend a meeting due to inclement weather.

**SECTION 2. Member Requirements to Participate Electronically.** Any member who is absent shall only participate in a meeting through electronic means if the member meets the following requirements:

- (1) The member must be visually identified by the chair, or in their absence, the chair pro tempore or other chairman of the meeting, as required by Tennessee Code Annotated § 5-5-106(b)(2).
- (2) The member shall notify the chair of the member’s intent to participate electronically as soon as practicable. The member shall state in the notice to the chair that the member has a family emergency, medical emergency, military service, and/or inclement weather condition qualifying the member for electronic participation.
- (3) The member shall have the ability to log into the virtual meeting platform using their own computer equipment. In order to speak, the member shall use their computer’s microphone, a headset, or phone for sound.
- (4) The member shall keep their microphones muted unless they are actively speaking.
- (5) During the calling of the roll, the member shall unmute their microphone and announce their name as an electronic participant. The county clerk shall record this person as present for voting purposes, but not for quorum purposes.
- (6) The member shall identify themselves each time prior to speaking.

**SECTION 3. In-person Quorum.** The governing body shall not conduct a meeting that includes electronic participation unless a quorum of the governing body is present at the physical location of the meeting. No more than twenty percent (20%) of the total membership of the governing body, not to exceed three (3) members, may participate electronically in each meeting.

**SECTION 4. Annual Limitation.** A member of the governing body shall not participate electronically in meetings more than two (2) times per year.

**SECTION 5. Public Access.** (1) All meetings of the governing body conducted by electronic means under this section must remain open and accessible to the public by providing real-time, live audio or video access to the public.

(2) A clear audio or video recording of the meeting shall be made available to the public as soon as practicable following the meeting, and in no event more than two (2) business days after the meeting.


**SECTION 6. Public Notice.** In the public notice required by the Tennessee Code Annotated § 8-44-103, the governing body shall provide information regarding how the public can obtain real-time, live access to, or a broadcast of, the meeting, and the governing body shall provide an agenda for the meeting in such notice.

**SECTION 7. Staff Facilitation of Electronic Access.** The chair, or their designee, shall facilitate the implementation of electronic access for the member by setting up appropriate equipment and providing electronic access instructions to the member no later than one (1) hour prior to the meeting, if possible, under the circumstances. In setting up and facilitating electronic access, all features allowing for live chat must be disabled.

**SECTION 8. Effective Date.** This resolution shall be effective upon passage by a two-thirds (2/3) majority vote of the governing body of Rhea County, the public welfare requiring it.


**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this 19<sup>th</sup> day of August, 2025.

**APPROVED:**

  
Jim Reed, Chairman

  
Jim Vincent, County Executive

**ATTEST:**

  
Linda Shaver, County Clerk



RESOLUTION NO 25-08-61

**RESOLUTION REAFFIRMING FUNDING FOR  
50% OF THE HOST FEES FOR 2025 FISHING TOURNAMENTS  
TO BE ALLOCATED FROM THE HOTEL MOTEL TAX FUND**

**WHEREAS**, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding for 50% of the host fees for the 2025 Fishing Tournaments to be allocated from the Hotel Motel Tax Fund; and

**WHEREAS**, the funding shall be specifically used for the following:

DATE	NAME	LOCATION	50% of HOST FEE	BOATS
1. 09/20-21	Phoenix BFL Volunteer #5	Piney Ramp	\$1,466.50	120
2. 09/25-27	ABA Couples' Tour Championship	Dayton Boat Dock	\$8,311.50	200
3. 10/11-12	Bill Dance Giant Bass Open	Dayton Boat Dock	\$5,656.50	400
4. 10/29-11/01	Volunteer Bass Trail	Dayton Boat Dock	\$ 904.00	120
<b>TOTAL</b>			<b><u>\$16,338.50</u></b>	

**WHEREAS**, the Legislative Body has determined that these events will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

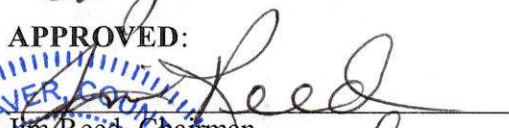
**WHEREAS**, the Legislative Body has determined that this event meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

**WHEREAS**, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

**NOW THEREFORE, BE IT RESOLVED**, by the Legislative Body of Rhea County, Tennessee, that funding of 50% of the host fees for the 2025 Fishing Tournaments to be allocated from the Hotel Motel Tax Fund shall be and is hereby reaffirmed as set forth hereinabove.

**PASSED AND ADOPTED** by the Rhea County Board of Commissioners, this 19<sup>th</sup> day of August, 2025.

**APPROVED:**

  
Jim Reed, Chairman

  
Jim Vincent, County Executive

**ATTEST:**  
  
Linda Shaver, County Clerk



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## Rhea County Department of Tourism

Alex Fine

125 Court Street, Suite 1

Dayton, TN 37321

(423) 285-4542

[RheaCountyTourism@gmail.com](mailto:RheaCountyTourism@gmail.com)

### Phoenix BFL Volunteer #5

September 20-21, 2025

#### SPECIFICATIONS

- 120 boats
- Location: Watts Bar Lake - Piney Ramp

Host Fee: \$2,000.00

Homeland Security: \$308.00

Porta Potties: \$625.00

Briefing Location: 0

Hotels: 0

Catering: 0

**Town of Spring City Funding & County Funding - 50%**

**Total : \$2,933.00**

**1/2 : \$1,466.50**

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## Rhea County Department of Tourism

Alex Fine  
125 Court Street, Suite 1  
Dayton, TN 37321  
(423) 285-4542  
[RheaCountyTourism@gmail.com](mailto:RheaCountyTourism@gmail.com)

### ABA Couples' Tour Championship September 25-27, 2025

#### SPECIFICATIONS

- Location: Lake Chickamauga - Dayton Boat Dock
- 200 Boats

Host Fee: \$15,000.00

Homeland Security: \$308.00

Porta Potties: \$815.00

Briefing Location: \$500.00

Hotels: 0

Catering: 0

City of Dayton Funding & County Funding - 50%

**Total : \$16,623.00**

**½ : \$8,311.50**

**Bill Dance Giant Bass Open**

**October 11-12, 2025**

**SPECIFICATIONS**

- Location: Lake Chickamauga - Dayton Boat Dock
- 400 Boats

Host Fee: \$10,000.00

Homeland Security: \$308.00

Porta Potties: \$1,005.00

Briefing Location: 0

Hotels: 0

Catering: 0

City of Dayton Funding & County Funding - 50%

**Total : \$11,313.00**

**½ : \$5,656.50**

**Volunteer Bass Trail**  
**October 29 - November 1 2025**

**SPECIFICATIONS**

- 120 boats
- Location: Lake Chickamauga - Dayton Boat Dock

Host Fee: \$1,500.00

Homeland Security: \$308.00

Porta Potties: 0

Briefing Location: 0

Hotels: 0

Catering: 0

City of Dayton Funding & County Funding - 50%

**Total : \$1,808.00**

**1/2 : \$904.00**

RESOLUTION NO. 25-08-62

**RESOLUTION TO ALLOCATE \$17,486.50 FROM THE HOTEL MOTEL TAX FUND TO FUND THREE ADDITIONAL FISHING TOURNAMENTS**

**WHEREAS**, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to allocate the sum of \$17,486.50 from the Hotel Motel Tax Fund for 50% of the host fees for three additional fishing tournaments, upon the other municipalities approving the balance of 50% funding; and

**WHEREAS**, the sum of \$17,486.50 for three additional fishing tournaments shall be specifically used for the following:

<u>DATE</u>	<u>NAME</u>	<u>LOCATION</u>	<u>HOST FEE</u>	<u>BOATS</u>
1. 10/17-19/25	Casting for Kids Fall Classic	Dayton Boat Dock	\$ 2,625.00	100
2. 11/06-08/25	Indiana Bass Federation	Dayton Boat dock	\$ 1,550.00	35
3. 10/22-26/26	BFL Regional	Piney Ramp	\$13,311.50	150
		<b>TOTAL</b>	<b><u>\$17,486.50</u></b>	

**WHEREAS**, the Legislative Body has determined that these events will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

**WHEREAS**, the Legislative Body has determined that this event meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

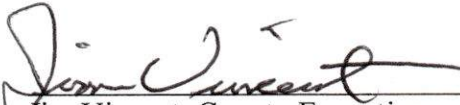
**WHEREAS**, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

**NOW THEREFORE, BE IT RESOLVED**, by the Legislative Body of Rhea County, Tennessee, that the sum of \$17,486.50 shall be allocated from the Hotel Motel Tax Fund for three additional fishing tournaments as set forth hereinabove, upon the other municipalities approving the balance of 50% funding.

**PASSED AND ADOPTED** by the Rhea County Board of Commissioners, this 19<sup>th</sup> day of August, 2025.

**APPROVED:**

  
\_\_\_\_\_  
Jim Reed, Chairman

  
\_\_\_\_\_  
Jim Vincent, County Executive

**ATTEST:**

  
\_\_\_\_\_  
Linda Shaver, County Clerk



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**Indiana Bass Federation**

**November 6-8, 2025**

**SPECIFICATIONS**

- 35 boats
- Location: Lake Chickamauga - Dayton Boat Dock

Host Fee: \$2,000.00

Homeland Security: 0

Porta Potties: 0

Briefing Location: \$250.00

Hoteis: 0

Catering: \$850.00

City of Dayton Funding & County Funding - 50%

**Total : \$3,100.00**

**1/2 : \$1,550.00**

## **Casting for Kids Fall Classic**

**October 17-19, 2025**

### **SPECIFICATIONS**

- 100 boats
- Location: Lake Chickamauga - Dayton Boat Dock

Host Fee: \$5,000.00

Homeland Security: 0

Porta Potties: 0

Briefing Location: \$250.00

Hotels: 0

Catering: 0

**City of Dayton Funding & County Funding - 50%**

**Total : \$5,250.00**

**1/2 : \$2,625.00**

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## Rhea County Department of Tourism

Alex Fine  
125 Court Street, Suite 1  
Dayton, TN 37321  
(423) 285-4542  
[RheaCountyTourism@gmail.com](mailto:RheaCountyTourism@gmail.com)

### BFL REGIONAL - Watts Bar

October 22-26, 2026

#### SPECIFICATIONS

- 150 boats
- Location: Watts Bar Lake - Piney Ramp

Host Fee: \$25,000

Homeland Security: \$308.00

Porta Potties: \$815.00

Briefing Location: \$500.00

Hotels: 0

Catering: 0

Town of Spring City Funding & County Funding - 50%

**Total : \$26,623.00**

**1/2 : \$13,311.50**

- 10. RESOLUTION #25-08-63 Approving Non-Matching Grant Contract Between The State of Tennessee, Department of Health and Rhea County Government For \$422,400.00.**  
Motion Commissioner Francisco, second Commissioner Dunn to approve the Resolution.  
Resolution follows next pages.  
VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED
- 11. RESOLUTION #25-08-64 To Approve 5-Year Lease Agreement Between The State of Tennessee Department of Corrections and Rhea County.**  
Motion Commissioner Thedford, second Commissioner Welch to approve the Resolution.  
Resolution follows next pages.  
VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED
- 12. RESOLUTION #25-08-65 Authorizing Rhea County To Join The State of Tennessee and Other Local Governments In Amending The Tennessee State-Subdivision Opioid Abatement Agreement and Approving The Related Settlement Agreements.**  
Motion Commissioner Cashman, second Commissioner Stephens to approve the Resolution.  
Resolution follows next pages.  
VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED
- 13. NOTARY PUBLIC AND APPROVE BOND**  
Motion Commissioner Fisher, second Commissioner to approve the following to be a notary Public and approve their bond.  
Beverly G. Dispensa, Brenda Reese, Lyndi S. Hill, Karen F. Argo, Cameron M. Burton, Brittany Lyn Rowe, Brigid S. Tussey, Virginia Patrick, Audrey Lytle  
VOTED: AYE: ALL NAY: NONE ABSENT: BALLARD MOTION CARRIED AND SO ORDERED

RESOLUTION NO. 25-08-63

**RESOLUTION APPROVING NON-MATCHING GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND RHEA COUNTY GOVERNMENT FOR \$422,400.00**

**WHEREAS**, Rhea County has been approved for a Non-Matching Grant Contract between the State of Tennessee, Department of Health and Rhea County Government; and

**WHEREAS**, this grant funding shall be applicable to expenses incurred during the period beginning July 1, 2025 and ending June 30, 2026 for Rural Local Health Services representing an array of programs and services provided by the Division of Community Health Services to meet the public health needs of Rhea County's citizens; and

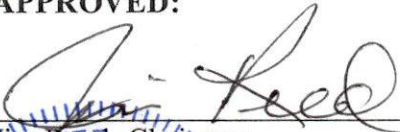
**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Rhea County:

**SECTION 1:** That the Non-Matching Grant Contract between the State of Tennessee, Department of Health and Rhea County Government for \$422,400.00 is hereby accepted.

**SECTION 2:** That these grant funds shall be used for Rural Local Health Services representing an array of programs and services provided by the Division of Community Health Services to meet the public health needs of Rhea County's citizens for the period beginning July 1, 2025 and ending June 30, 2026.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this 19<sup>th</sup> day of August, 2025

**APPROVED:**

  
Jim Reed, Chairman

  
Jim Vincent, County Executive

**ATTEST:**

  
Linda Shaver, County Clerk





## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2025	<b>End Date</b> June 30, 2026	<b>Agency Tracking #</b> 34360-26826	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Rhea County Government			<b>Edison Vendor ID</b> 2742		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b>			
		Grantee's fiscal year end - June 30, 2026			
<b>Service Caption (one line only)</b> Local Health Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
26	\$282,972.00	\$139,428.00			\$422,400.00
<b>TOTAL:</b>	<b>\$282,972.00</b>	<b>\$139,428.00</b>			<b>\$422,400.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
				All Local Health County Budgets are funded	
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<i>Eric Buchholz</i>					
<b>Speed Chart (optional)</b> HL00000137		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
RHEA 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 Rhea County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2742

**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 Division.  
Community Health Services (CHS) means division of the State responsible for the oversight and care of matters relating to public health where solutions bring about changes and reforms to improve and enhance the health care of rural citizens.
- A.3. Service Goals. Local Health Services represent an array of programs and services provided by the Division of Community Health Services. These programs and services illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations and physician protocols.
- A.4. Service Description.
- a. The Grantee shall assure staff providing services in accordance with this Grant Contract are on duty during the State's regularly scheduled business hours (8:00 a.m. to 4:30 p.m. Central Time). Grantee staff shall also observe the same legal holidays as observed by the state.
  - b. The Grantee shall allow the State to credential, privilege, and contract medical facilities and medical practitioners on the Grantee's behalf.
  - c. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget (Attachment 2), not to exceed the Maximum Liability as listed in section C.1.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.
- A.6. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log into their Edison Supplier Portal to complete the information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.7. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.
- A.8. In the performance of the services under this Grant Contract, the Grantee will collect and maintain patient service data utilizing State provided resources, including staff. No third party will be involved in collecting or accessing this data.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Twenty-Two Thousand Four Hundred Dollars (\$422,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Richard.W.McCarthy@tn.gov

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

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within 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 4).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the

attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State.

The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight

courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Krista Smith, Contract Manager  
 Department of Health, Community Health Services  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Krista.Smith2@tn.gov  
 Telephone #: (615)253.2609  
 Fax #: N/A

The Grantee:

Jim Vincent, County Executive  
 Rhea County Government  
 1475 Market Street, Suite 301  
 Dayton, Tennessee 37321-0215  
 financedirector@rheacounty.org  
 Telephone # (423) 775-7801

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 5 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

#### **E. SPECIAL TERMS AND CONDITIONS:**

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

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that

all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.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.5. 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: (Insert specific Assistance Listing name(s) and number(s), formerly known as Catalog of Federal Domestic Assistance or CFDA). (Please see A.4.a. for listing.)
- E.6. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
- a. The Grantee shall protect State Data as follows:
- The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.
- All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.
- b. Minimum Requirements
- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:  
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- E.7. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

RHEA COUNTY GOVERNMENT:

Jim Vincent 7/23/25  
GRANTEE SIGNATURE DATE

Jim Vincent County Executive  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
RALPH ALVARADO, MD, FACP, COMMISSIONER DATE

ATTACHMENT 1

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Government
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	RVU
Federal award date	3/31/2016
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$0.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$0.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	RVU
Name of federal awarding agency	TN DEPT OF HEALTH
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
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)	

**ATTACHMENT 1**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Government
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	B04MC52954-01
Federal award date	9/13/2024
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$6,142.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$12,546,108.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	8A24 MCH
Name of federal awarding agency	HEALTH RESOURCES AND SERVICES ADMIN
Name and contact information for the federal awarding official	Leon L. Harrison - lharrison@hrsa.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Rushdi Eskarous - rushdi.eskarous@tn.gov
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)	

**ATTACHMENT 1**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Government
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$18,427.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
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)	

**ATTACHMENT 1**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Government
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$86,144.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
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)	

**ATTACHMENT 1**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Government
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	202525W100345
Federal award date	8/9/2024
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$28,715.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$48,177,411.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	4A25 WIC ADMINISTRATION
Name of federal awarding agency	FOOD AND NUTRITION SERVICE
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
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)	

ATTACHMENT 2  
GRANT BUDGET  
(BUDGET PAGE 1)

<b>RHEA COUNTY GOVERNMENT - LOCAL HEALTH SERVICES</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending June 30, 2026.</b>				
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> (detail schedule(s) attached as applicable)	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries <sup>2</sup>	\$ 277,300.00	\$0.00	\$ 277,300.00
	Benefits & Taxes	132,000.00	0.00	132,000.00
	Professional Fee/ Grant & Award <sup>2</sup>	0.00	0.00	0.00
	Supplies	100.00	0.00	100.00
	Telephone	100.00	0.00	100.00
	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 <sup>2</sup>	12,900.00	0.00	12,900.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals <sup>2</sup>	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$ 422,400.00</b>	<b>\$0.00</b>	<b>\$ 422,400.00</b>

<sup>1</sup>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>).

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

ATTACHMENT 2 (CONTINUED)  
 GRANT BUDGET LINE-ITEM DETAIL  
 (BUDGET PAGE 2)

**RHEA COUNTY GOVERNMENT - LOCAL HEALTH SERVICES**

SALARIES	MONTHLY OR HOURLY				PCT/HR	BONUS	AMOUNT
COLYER, EMILY ; PUBLIC HEALTH OFFICE ASSISTANT	2,969.00	X	12	X	100%		35,628.00
COLVIN, NANCY M; PUBLIC HEALTH OFFICE ASSISTANT	2,969.00	X	12	X	100%		35,628.00
LOPEZ, VALERIA; PUBLIC HEALTH OFFICE ASSISTANT	2,970.00	X	12	X	80%		28,512.00
JORDAN, COREY; SOCIAL COUNSELOR 2	3,959.00	X	12	X	100%		47,508.00
CREESMAN, LISA; NURSE ASSISTANT 2	2,948.00	X	12	X	100%		35,376.00
BRIGGS, ANNIE; NUTRITION EDUCATOR	3,197.00	X	12	X	100%		38,364.00
PACHECO, NANCY; COUNSELING ASSISTANT	2,555.00	X	12	X	100%		30,660.00
Placeholder for State/County approved salary increase (only to be used after an approved budget revision)							25,670.00
<b>TOTAL ROUNDED</b>							<b>\$ 277,300.00</b>

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	7,700.00
TRAINING FOR NUTRITION	5,200.00
<b>TOTAL ROUNDED</b>	<b>\$ 12,900.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

**For ACCOUNTS MANAGEMENT OFFICE USE ONLY**

<b>PO#</b>	<b>LINE#</b>	<b>RECEIPT #</b>	<b>TDOH AGENCY INVOICE #</b>
<b>EDISON CONTRACT #</b>			
<b>EDISON VENDOR #</b>		<b>EDISON ADDRESS LINE #</b>	<b>VOUCHER #</b>

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

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

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

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

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

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

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

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

ATTACHMENT 3

## 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](mailto:policy2013_007.amo.health@tn.gov)

or Mailing Address:

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

Telephone: 615-741-2974

### QUESTIONS:

Angela Sumner: [angela.sumner@tn.gov](mailto:angela.sumner@tn.gov)

Rushdi Eskarous: [rushdi.eskarous@tn.gov](mailto:rushdi.eskarous@tn.gov)

# PROGRAM EXPENSE REPORT (PER) SCHEDULE A

## Purpose/Scope

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

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

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

## Instruction for Expenses by Object Line-Items

### Line 1                      Salaries and Wages

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

References:

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

### Line 2                      Employee Benefits & Payroll Taxes

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

References:

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

### Line 3                      Total Personnel Expenses

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

### Line 4                      Professional Fees

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

References:

2 CFR Part 200.459  
Form 990 Part IX line 11

Line 5                      Supplies

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

References:

2 CFR Part 200.453  
Form 990 Part IX line 13

Line 6                      Telecommunication

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

References:

2 CFR Part 200.471  
Form 990 Part IX line 13

Line 7                      Postage and Shipping

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

References:

2 CFR Part 200.474  
Form 990 Part IX line 13

Line 8                      Occupancy

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

References:

2 CFR Part 200.465  
Form 990 Part IX line 16

Line 9                      Equipment Rental and Maintenance

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

References:

2 CFR Part 200.452  
Form 990 Part IX line 13

Line 10                     Printing and Publications

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

References:

2 CFR Part 200.461  
Form 990 Part IX line 13

Line 11                      Travel

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

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

F&A Policy 08 Comprehensive State Travel Regulations.

References:

2 CFR Part 200.475  
Form 990 Part IX line 17

Line 12                      Conference and Meetings

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

References:

2 CFR Part 200.432  
Form 990 Part IX line 19

Line 13                      Interest

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

References:

2 CFR Part 200.449  
Form 990 Part IX line 20

Line 14                      Insurance

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

References:

2 CFR Part 200.447  
Form 990 Part IX line 23

Line 15                      Grants and Awards

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

References:

2 CFR Part 200.1  
Form 990 Part IX line 1

Line 16                      Specific Assistance to Individuals

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

References:

2 CFR Part 200.456  
Form 990 Part IX line 2

Line 17                      Depreciation

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

References:

2 CFR Part 200.436  
Form 990 Part IX line 22

Line 18                      Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References:

2 CFR Part 200.421

Form 990 Part IX line 12

b) Information Technology:

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

References:

2 CFR Part 200.1

Form 990 Part IX line 14

c) Bad Debts:

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

References:

2 CFR Part 200.426

Form 990 Part IX line 24

d) Contingency Provisions:

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

References:

2 CFR Part 200.433

Form 990 Part IX line 24

e) Fines and Penalties:

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

References:

2 CFR Part 200.441

Form 990 Part IX line 24

f) Independent Research and Development:

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

References:  
2 CFR Part 200.1  
Form 990 Part IX line 24

**g) Organization Costs:**

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

References:  
2 CFR Part 200.455  
Form 990 Part IX line 24

**h) Rearrangement and Alteration:**

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

References:  
2 CFR Part 200.462  
Form 990 Part IX line 24

**i) Recruiting:**

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

References:  
2 CFR Part 200.463  
Form 990 Part IX line 24

**j) Taxes:**

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

References:  
2 CFR Part 200.470  
Form 990 Part IX line 24

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

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

References:  
2 CFR Part 200.454  
Form 990 Part IX line 24

**Line 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 specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

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

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

Line 56                      Total Reimbursement To Date

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

Line 57                      Difference (Line 55 minus Line 56)

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

Line 58                      Advances

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

Line 59                      This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

**TOTAL EXPENSE SUMMARY REPORT  
Schedule C**

Purpose/Scope

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

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

## Instruction for Expenses by Object Line-Items

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

## Instruction for Columns

### Total Direct Program Expenses Column

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

### Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

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

### Total Administrative Expenses Column

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

### Grand Total Column

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

**STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT**

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunications		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	<b>Other Non-personnel Expenses: (list details in a-d)</b>				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	<b>Total Program Expenses</b>	0.00	0.00	0.00	0.00

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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	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Postage and Shipping					0.00		0.00
7	Occupancy					0.00		0.00
8	Equipment Rental and Maintenance					0.00		0.00
9	Printing and Publications					0.00		0.00
10	Travel					0.00		0.00
11	Conferences and Meetings					0.00		0.00
12	Interest					0.00		0.00
13	Insurance					0.00		0.00
14	Grants and Awards					0.00		0.00
15	Specific Assistance to Individuals					0.00		0.00
16	Depreciation					0.00		0.00
17	Other Non-personnel Expenses: (list details in a-d)					0.00		0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	<b>Total Program Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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**STATE OF TENNESSEE  
NONGRANT/UNALLOWABLE EXPENSE REPORT**

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Communication		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	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	<b>Total Direct Nongrant Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	<b>Total Direct Nongrant and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	<b>Total Nongrant Expenses</b>	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE**  
**NONGRANT/UNALLOWABLE EXPENSE REPORT**

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

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

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

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:	<input type="text"/>	<input type="text"/>
Program Name:	A	B
Assistance Listing Number/Program Number:	<input type="text"/>	<input type="text"/>
Edison Contract Number:	<input type="text"/>	<input type="text"/>
Grant/Contract Term:	<input type="text"/>	<input type="text"/>

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
<b>Reimbursable Program Funds:</b>					
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	<b>Total Reimbursable Program Funds (equals line 55)</b>	0.00	0.00	0.00	0.00
<b>Matching Revenue Funds:</b>					
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	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

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

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:	<input type="text"/>	<input type="text"/>
Program Name:	A	B
Assistance Listing Number/Program Number:	<input type="text"/>	<input type="text"/>
Edison Contract Number:	<input type="text"/>	<input type="text"/>
Grant/Contract Term:	<input type="text"/>	<input type="text"/>

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
<b>Reimbursable Nongrant Funds:</b>					
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	<b>Total Reimbursable Nongrant Funds (equals line 55)</b>	0.00	0.00	0.00	0.00
<b>Matching Revenue Funds:</b>					
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	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
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

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**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	<b>Total Personnel Expenses</b>	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	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	<b>Total Expenses</b>	0.00	0.00	0.00	0.00

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**Annual (Final) Report**

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

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Submit one to:

Jenny Crane, Contract Manager, Community Health Services [jenny.crane@tn.gov](mailto:jenny.crane@tn.gov); and  
[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration

RESOLUTION NO. 25-08-64

**RESOLUTION TO APPROVE 5-YEAR LEASE AGREEMENT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTIONS AND RHEA COUNTY**

**WHEREAS**, Rhea County has a 2,256 sq. ft. office space available for lease at the rate of \$13.65 per sq. ft. located at the Justice Center campus; and

**WHEREAS**, the State of Tennessee Department of Corrections is in need of space to conduct its day-to-day business in Rhea County; and

**WHEREAS**, the Justice Center Campus office space is appropriately related to the ongoing Court system located in the Justice Center; and

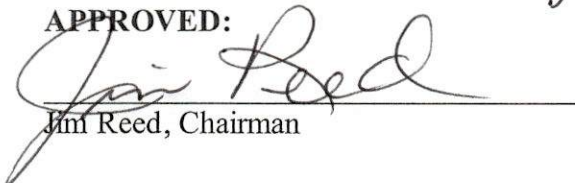
**WHEREAS**, the attached 5-Year Lease Agreement attached herewith as Exhibit "A" and incorporated herewith, sets forth the agreed upon terms between the State of Tennessee Department of Corrections and Rhea County, which the Rhea County Board of Commissioners deem is in the best interest of the citizens and residents of Rhea County; and

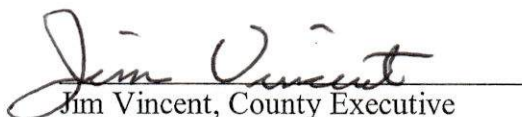
**NOW THEREFORE, BE IT RESOLVED BY THE RHEA COUNTY BOARD OF COMMISSIONERS:**

That the County Executive shall be and is hereby authorized to enter into the 5-Year Lease Agreement attached herewith as Exhibit "A" between the State of Tennessee Department of Corrections and Rhea County, to lease 2,256 sq. ft. of available space at the Rhea County Justice Center Campus for \$13.65 per sq. ft. and to provide the services set out in the attached Lease Agreement.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this 19<sup>th</sup> day of August, 2025.

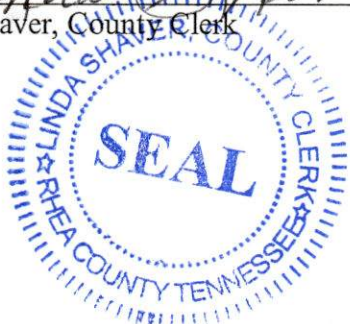
**APPROVED:**

  
Jim Reed, Chairman

  
Jim Vincent, County Executive

**ATTEST:**

  
Linda Shaver, County Clerk



**LE 6667**

This Instrument Prepared by:  
State of Tennessee  
Real Estate Asset Management  
William R. Snodgrass Tennessee Tower  
22<sup>nd</sup> Floor, 312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

AGENCY: Department of Correction	329.01
BUSINESS UNIT: 501.03	CHARTFIELD LOCATION:

LEASE NUMBER: **6667**

**NOTE:** No handwritten or interlineated change to this lease will override this lease

*State is Tenant*

This lease document is not effective or Binding unless approved in printed text according with all applicable laws

*ESC 01/23/2017 Template*

1. Date of this Lease: August 12, 2025  
 Name and Address of Building:  
 7794 Rhea County Highway  
 Dayton, TN 37321

2. Tenant: State of Tennessee  
 Landlord Name, Address, Contact Information:  
 Rhea County, Tennessee  
 Attn: Jim Vincent – Mayor  
 375 Church St, Ste 215  
 Dayton, TN 37321  
 Phone: 423-775-7801  
 Email Address: rheamayor@rheacounty.org

3. Leased Premises: The portion of the Building and all other areas described on Exhibit B.

4. Rentable Square Feet: 2,256 sf.  
Usable Square Feet: 2,025 sf.

Term of the Lease: Five (5) year(s) and zero (0) months(s).

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least 90 days prior to the date the termination becomes effective

5. The Commencement Date shall set pursuant to Exhibit C.

7. Monthly Rental Installments:

Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
1	\$ 30,478.56	\$ 2,539.88	\$ 13.65
2	\$ 30,478.56	\$ 2,539.88	\$ 13.65
3	\$ 30,478.56	\$ 2,539.88	\$ 13.65
4	\$ 30,478.56	\$ 2,539.88	\$ 13.65
5	\$ 30,478.56	\$ 2,539.88	\$ 13.65

8. Utilities and Services:  
 (Full Service) All utilities, janitorial services, and supplies are included in the Monthly Rent installments  
 (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rent Installments:

9. Improvements (check any that apply):  
 A. Existing Space (New Tenant or Renewal)       B. Landlord to build out space pursuant to Exhibit D

10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:  
 Exhibit A- Lease Standard Terms and Conditions  
 Exhibit B- Description of Leased Premises  
 Exhibit C- Commencement Date Agreement  
 Exhibit D- Special Buildout and Other Specifications

LANDLORD: Rhea County, a Tennessee municipality	TENANT: STATE OF TENNESSEE
By: <u>Jim Vincent</u>	By: <u>Jeffrey H. Holmes</u>
Name: Jim Vincent	Jeffrey H. Holmes, Interim Commissioner of Department of General Services
Title: Mayor	Date: <u>8.12.25</u>
Date: <u>7/21/25</u>	

LANDLORD NOTARY

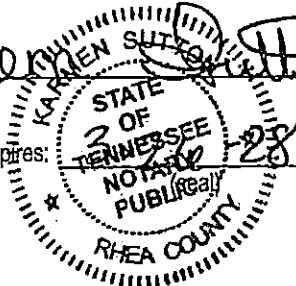
STATE OF TENNESSEE

COUNTY OF Rhea

Before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared Jim Vincent, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Executive aka Mayor of Rhea County, Tennessee, the within named Landlord, and that he as such Executive executed the within instrument for the purposes therein contained by signing in the name of Rhea County, Tennessee himself as such Mayor or Executive.

Witness my hand and seal at office in Dayton, Tennessee, on this the 21 day of July, 2025.

Karen Sutto  
 Notary Public  
 My Commission Expires: 2/28



TENANT NOTARY

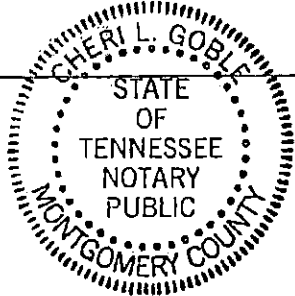
STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Cheril L. Goble, Notary Public in and for the County and State aforesaid, personally appeared Jeffrey H. Holmes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Interim Commissioner of the Department of General Services for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Interim Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the 12 day of August, 2025.

Cheril L. Goble  
 Notary Public  
 My Commission Expires: June 16, 2029  
 (seal)



## EXHIBIT A

*NOTE: No hand written or interlineated changes to this Lease will override the printed text of this lease.*

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used herein shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. **DEMISE.** Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to the Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas. The Request for Lease Proposal from which the Lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") are hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.
  
2. **RENT.** The Monthly Rental Installments for the lease of the Leased Premises shall be payable in arrears on the last day of each and every month during the term hereof to Landlord by Automated Clearing House (ACH) payment to the account set forth on the Supplier Direct Deposit Authorization Form.
  - A. No payment shall be made by Tenant under the Lease until Tenant has received an "IRS W-9 Form" and a "Supplier Direct Deposit Authorization Form" which have been properly completed and signed by all required parties on the forms provided by the Tenant. Landlord acknowledges that the "Supplier Direct Deposit Authorization Form" must be certified by Landlord's financial institution (bank) and that that the State will only accept the original Supplier Direct Deposit Authorization Form received directly from the Landlord or its bank. The original, completed "IRS W-9 Form" and "Supplier Direct Deposit Authorization Form" must be sent to the Tenant at the following address and marked **CONFIDENTIAL**:
 

State of Tennessee  
Attn: Supplier Maintenance  
21st Floor WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243
  
  - B. Notwithstanding anything in the Lease to the contrary, Landlord agrees that the rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the Term of the Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

## 3. LANDLORD'S OBLIGATIONS.

- A. Utilities: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. These utilities, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis.
- B. Maintenance: Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; the temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. The temperature of the interior of the Leased Premises where State employees or contractors operate at all times shall be maintained between 68 and 72 degrees with a relative humidity range of 30-55%; (iii) the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; and (vi) all lighting components, including but not limited to, furnishing and monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues which prevent the Tenant from using the Leased Premises for the Permitted Use. For any damages that are reasonably determined to be caused by, or the result of intentional acts intended to harm or deface Landlord property, omissions, negligence, vandalism of the Tenant, its clients, invitees, or vendors, the Landlord shall make the necessary repairs and submit an invoice to the State for the cost of said repairs. Provided the State reasonably determines that said damage was caused by, or the result of, the acts, omissions, or negligence of the Tenant, its clients, invitees, or vendors, then the State shall promptly reimburse the Landlord for the costs of said repairs.
- C. Insurance: Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.
- D. Taxes: Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.
- E. Janitorial: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, provide janitorial services and janitorial supplies, including break room supplies, to the Leased Premises in accordance with the following schedule:

- i. Daily: Dust all furniture, counters, cabinets and window sills; sweep and/or vacuum all floors; empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; replace light bulbs, tubes, ballasts and starters if necessary; and stock supplies.
  - ii. Weekly: Mop all floors and dust all Venetian blinds; and vacuum carpets, if any.
  - iii. Quarterly: Strip and wax all floors, if not carpeted.
  - iv. Semi-Annually: Wash all windows, venetian blinds, light fixtures, walls and painted surfaces and clean all carpeted areas via commercial hot water extraction or commercial chemical dry cleaning.
- F. Pest Control: Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.
4. **IMPROVEMENTS.** Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of the Lease or any renewal or extension thereof, or within a reasonable time thereafter. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises.
5. **TERMINATION FOR CAUSE.** Tenant may in its sole discretion terminate the Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of the Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under the Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of the Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with Section 7 hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.
6. **ENVIRONMENTAL PROVISIONS.** Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of the Lease, Landlord shall promptly notify Tenant.
7. **DEFAULT.**
- A. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same,

or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:

- i. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may reenter the Leased Premises with legal process and re-let same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any re-letting. Landlord shall make its best efforts to re-let the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
- ii. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

B. Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from future rent payments due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

8. **END OF TERM.** At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of the Lease, Tenant shall pay rent at the then current rate for rent as set forth in the Lease, on a monthly basis and the Term of the Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of the Lease, Landlord and Tenant shall each have the right to terminate the Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.
9. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are

located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

10. NOTICES. Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.
11. QUIET ENJOYMENT. Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.
12. SUBORDINATION, ATTORNMEN AND NON DISTURBANCE. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.
13. APPROVALS. Neither the Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.
14. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the Leased Premises will comply with the provisions of the Americans with Disabilities Act (ADA) In all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Tenant reserves the right, at any time during the Term of the Lease, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the Building, any ingress and egress points to the Building or property on which the Building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.
15. FORCE MAJEURE. With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under the Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, the Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of the Lease shall in no way be affected, impaired, or excused.

16. **RECORDS RETENTION.** Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under the Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.
17. **SPACE AUDIT.** Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements.
18. **COMMON AREAS.** During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under the Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building and land on which the Building is located intended for the general use or benefit of Tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.
19. **LANDLORD BUILDOUT.** See Exhibit D. Landlord to deliver the premises in accordance with all offices within the Rhea County Justice Center. Estimated delivery date is on or before **January 31, 2026**.
20. **COMMENCEMENT OF TERM.** The commencement of Term of the Lease shall be memorialized by mutual execution of Exhibit C of the Lease.
21. **CONFLICTS OF INTEREST.** The Landlord warrants that no part of the total payment from the Tenant under the Lease 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, or employee of the Landlord in connection with any work contemplated or performed relative to the Lease.
- The Landlord acknowledges, understands, and agrees that the Lease shall be null and void if the Landlord is, or within the past six months has been, an employee of the State of Tennessee or if the Landlord is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- The Landlord acknowledges, understands, and agrees that it and its performance under the Lease are subject to State Building Commission Policy and Procedure Item 12, and that Tenant has read and understands all of the provisions and requirements of same.
22. **FINANCIAL INTEREST NOTICE.** The Landlord's response to the Request for Lease Proposal provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises. Such list shall be immediately revised and provided by the Landlord to the Tenant in the event of a transfer of any such interest.
23. **IRAN DIVESTMENT ACT.** The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Lessor agrees, 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.
24. **MISCELLANEOUS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. Acknowledging the privacy protection

responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.

25. **RESPECTFUL WORKPLACE.** The Landlord acknowledges and understands that the Leased Premises is leased to be used by State of Tennessee employees as their workplace, and that the State of Tennessee is firmly committed to the principle of fair and equal employment opportunities for all of its citizens. State DOHR Policy 12-008 prohibits any unwelcome verbal or written communication, or any physical conduct which creates a hostile work environment for State employees. Landlord itself, its agents and employees agree to be responsible for adherence to this Policy in workplace interactions with State employees, State visitors and State clients.
  
26. **BOYCOTT OF ISRAEL ACT.** Pursuant to Tenn. Code Ann. § 12-4-119, Landlord certifies that it is not currently engaged in, and will not for the duration of the Lease or any extensions thereof, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

EXHIBIT B

LEASED PREMISES

County: Rhea

Assessor's Map and Parcel #: 83/080.00

Deed Book/Page: 85/594

The Leased Premises include that portion of the Building known as 7794 Rhea County Highway, Dayton, TN together with all common areas associated with the Building and 40 parking spaces.

7794 Rhea County Highway, Dayton, TN

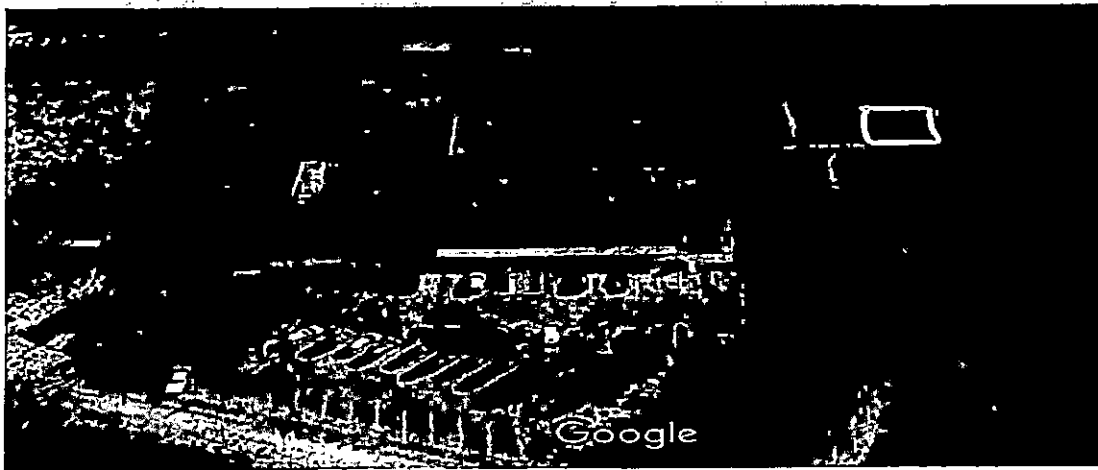


EXHIBIT C

COMMENCEMENT DATE AGREEMENT

RE: Transaction Number: 23-12-915

LE #: \_\_\_\_\_

Address of Subject Property: 7794 Rhea County Highway (suite numbers to be assigned) Dayton, TN 37321.

Lease dated as of \_\_\_\_\_, by and \_\_\_\_\_, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the Term of the Lease will commence on the date that is thirty (30) days after substantial completion of the work set forth in Section 19 of the Lease and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

The Commencement Date of the Term of the Lease is the 1st day of February 2026, and the expiration date of the Term of the Lease is the 31st day of January 2032, subject however to the terms and provisions of the Lease.

The Leased Premises contain 2,025 Useable Square Feet and 2,256 Rentable Square Feet calculated in accordance with Section 17 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

LANDLORD:

\_\_\_\_\_  
Rhea County, TN – Jim Vincent County Executive

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

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT D**  
**SPECIAL BUILDOUT AND OTHER SPECIFICATIONS**

**PROJECT SPECIFIC REQUIREMENTS**

Rhea County Government to deliver four offices, one conference room/training space, a break room, and one climate-controlled telecom room. The County to provide state-standard exterior signage identifying entry to the office, plumbing for sink to create a breakroom with one sink, and electrical as needed for new furniture, including breakroom. Offices shall be delivered with ceiling grid and acoustic tiles in place. Break room shall be delivered with sink and cabinetry. Walls shall be finished, painted and ready for Tenant's use. Lighting ballasts and bulbs shall be in place and fully functional with one light switch per office. Electrical outlets with cover plates shall also be provided. Flooring shall be provided, installed and ready for Tenant's use upon delivery. Phone and data line portals shall be installed by the County and in place at delivery to Tenant.

**GENERAL SPECIFICATIONS****1. General**

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

**2. Site**

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

**3. Structure**

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

**4. Building Skin and Roof**

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

**5. Building Common Areas**

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

**6. Common Walls**

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

**7. Electrical**

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment

furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

**8. Communications**

- a. Landlord shall bring BUSINESS data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

**9. Lighting**

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

**10. Plumbing**

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

**11. HVAC**

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

**12. Building Directory**

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

**13. Keys**

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

**14. Access Control**

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

**INTERIOR BUILDOUT SPECIFICATIONS:**

1. **Ceiling:** To be provided by the County in accordance with the construction of all offices within the Rhea County Justice Center.
2. **Electrical and Communication**
  - a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
  - b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
  - c. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
  - d. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.
3. **Partitions**
  - a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in accordance with all other office walls in the Rhea County Justice Center.
4. **Glazing:** "AS IS" as provided by Rhea County Government.
5. **Doors and Frames:** "AS IS" as provided by Rhea County Government. THP must have locking system in place to secure the premises when not in the office. Locking system shall have one common key for each door.
6. **Window Treatments:** "AS IS" as provided by Rhea County Government.
7. **Finishes**
  - a. Doors, frames, hardware, ceiling tiles and grid and lights shall be provided by Rhea County Government in place and fully functional upon delivery of the premises.
8. **Break Rooms:** Rhea County Government shall deliver a breakroom including a counter and sink.
9. **Copy Rooms / Areas:** N/A No Copy Room provided
10. **Telecom Rooms:** "AS IS" as provided by Rhea County Government.
11. **Conference Rooms:** "AS IS" as provided by Rhea County Government.
12. **Restrooms:** "AS IS" as provided by Rhea County Government.
13. **Janitor Closet:** "AS IS" as provided by Rhea County Government.
14. **Building Interior:** "AS IS" as provided by Rhea County Government.
15. **Building Exterior**
  - a. Rhea County Government to provide state-standard exterior signage identifying entry to the office.
  - b. Provide exterior signage and dumpster access. May be required for short-term leases.
  - c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas

RESOLUTION NO. 25-08-65

A RESOLUTION AUTHORIZING RHEA COUNTY TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Rhea County, Tennessee.

WHEREAS, Rhea County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation");

WHEREAS, Rhea County has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies;

WHEREAS, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the "Purdue Settlement");

WHEREAS, proposed settlements have also been reached with eight other manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Eight Manufacturer Settlements");

WHEREAS, Rhea County finds the Purdue Settlement and Eight Manufacturer Settlements acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112<sup>th</sup> Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114<sup>th</sup> Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements becomes effective;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation ("Settlement Funds");

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), attached hereto as "Exhibit A," sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit B," would extend its terms to the proposed Purdue Settlement and Eight Manufacturer Settlements and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF RHEA COUNTY, TENNESSEE,

Section 1. That Rhea County finds that the amendments to the Tennessee Plan are in the best interest of Rhea County and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Rhea County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Rhea County Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Rhea County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Rhea County's agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement, the Eight Manufacturer Settlements and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the Rhea County Mayor is authorized to take such other action as necessary and appropriate to effectuate Rhea County's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of Rhea County, Tennessee requiring it.

PASSED by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
APPROVED:

*Jim Reed*  
Jim Reed, Chairman

*Jim Vincent*  
Jim Vincent, County Executive

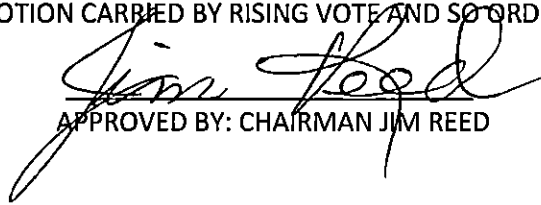
ATTEST:  
*Linda Shaver*  
Linda Shaver, County Clerk



**ADJOURNMENT**

Motion Commissioner Cashman, second Commissioner Fisher that the meeting of the commission adjourn.

MOTION CARRIED BY RISING VOTE AND SO ORDERED

A handwritten signature in cursive script, appearing to read "Jim Reed", is written over a horizontal line. The signature is fluid and extends above and below the line.

APPROVED BY: CHAIRMAN JIM REED