

**Anderson County Board of Commissioners  
Purchasing Committee Meeting Minutes  
June 12, 2023  
4:30 p.m.  
Room 312 of the Courthouse**

**Members:** Tim Isbel (Committee Chair), Phil Yager, Tyler Mayes, Denise Palmer and Aaron Wells.

Commissioner Mayes made a motion to approve the addition of three contracts as new business items. Commissioner Yager seconded the motion. Motion passed unanimously.

**A. Contracts Approved by Law Director**

- 1. NHC Oak Ridge, EMS, Contract #23-00109** – Three-year contract for EMS to provide transport services.

Commissioner Mayes made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

- 2. State of Tennessee, Tennessee Emergency Management Agency, EMA, Contract #23-0114** – Thirty-two-month homeland security grant for \$28,250.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

- 3. State of Tennessee, Department of Environment and Conservation, Mayor, Contract #23-0116** – Five-year, seven-month grant for water projects for a total of \$3,795,149.22 with the County matching \$379,514.92.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

- 4. State of Tennessee, Office of Criminal Justice Programs, Mayor, Contract #23-0124** – Three-year grant for a domestic violence court coordinator. Grant is \$67,000 per year to include salary and benefits. The County matches \$22,334 in-kind for two General Session Judges supervision and oversight.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

5. **School Solutions/Heartland, School Nutrition, Contract #23-0125** – Three-year agreement for processing cafeteria payments from parents and guardians. Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.
6. **State of Tennessee, Department of Transportation, Mayor, Contract #23-0126** – Ten-year agreement to use licensed premise (SR 116) to construct sidewalk. Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

**B. Contracts Pending Law Director Approval**

1. **Claxton Bus Lines, School Transportation, Contract #23-0118** – Six-year agreement for six bus lines. Pricing from Competitive bid. Commissioner Mayes made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Wells seconded the motion. Motion passed unanimously.
2. **William Scotty Phillips, School Transportation, Contract #23-0119** – Six-year agreement for two bus lines. Pricing from Competitive bid. Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.
3. **William Scotty Phillips, School Transportation, Contract #23-0127** – Six-year agreement for eleven bus lines. Pricing from Competitive bid. (These routes were previously run by Butler Bus Lines. They did not bid and nobody else bid the first time. Butler sold their company to William Scotty Phillips. He and another company participated in the second bid.) Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.
4. **Waste Management, Mayor/Public Works, Contract #23-0128** – Five-year disposal agreement. Pricing from competitive bid. **The document presented was a draft. The final contract will be finalized and provided to Commission.**

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Voting Yes were Commissioners Yager, Mayes, Palmer and Wells. Voting No was Commissioner Isbel.

- 5. Waste Management, Mayor/Public Works, Contract #23-0129 – Twenty-year landfill hosting agreement.**  
**The document presented was a draft. The final contract will be finalized and provided to Commission.**

Commissioner Mayes made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Voting Yes were Commissioners Yager, Mayes, Palmer and Wells. Voting No was Commissioner Isbel.

**C. Other Business**

- 1. Request to bid the following on govdeals:**

<b>DESCRIPTION</b>	<b>DEPARTMENT</b>	<b>Condition</b>	<b>Starting Bid</b>
2011 Crown Victoria, 109411	Sheriff	Running Condition	\$400
2011 Crown Victoria, 108472	Sheriff	Running Condition	\$400
2011 Crown Victoria, 132045	Sheriff	Running Condition	\$400
2011 Crown Victoria, 156076	Sheriff	Running Condition	\$400
2011 Crown Victoria, 109413	Sheriff	Running Condition	\$400
2007 Dodge Charger	Sheriff	Running Condition	\$400
2012 Dodge Charger	Sheriff	Starts with a boost	\$400
Cafeteria Serving Line at Norris Middle School	Child Nutrition	Hot units leak, refrigerated does not work.	\$300

Commissioner Mayes made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

2. **Surplus Real Estate on Highway 25W in Rocky Top as requested by the Law Director. The Law Director informed the Committee of options to convey the 0.17 acre to Powell Clinch Utility District.**

Commissioner Wells made a motion under Tennessee Code Annotated 12-9-103 that the County allow Powell Clinch Utility District to present, by the Wednesday Commission agenda deadline, an offer that is equal to or above fair market value based on estimates through Anderson County tax records. Commissioner Yager seconded the motion. Motion passed unanimously.

The Law Director informed that he would draft a deed to be included in the agenda packet and that Commission has the authority to amend the deed at the Commission meeting.

3. **Surplus old drug evidence building as requested by Commissioner Mayes.**

Commissioner Mayes made a motion to defer this item until the next Purchasing Committee meeting. Commissioner Palmer seconded the motion. Motion passed unanimously.

**D. New Business**

1. **Diversicare, EMS, Contract #23-0110** – Three-year contract for EMS to provide transport services.
2. **The Waters of Clinton, EMS, Contract #23-0111** – Three-year contract for EMS to provide transport services.
3. **Summit View of Rocky Top, EMS, Contract #23-0112** – Three-year contract for EMS to provide transport services.  
Commissioner Yager made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

**E. Old Business**

Informational Only

Description	Department	Condition	Starting Bid	Winning Bid
Chevrolet Inmate Transport Bus	Sheriff	Runs, only 16,044 miles	\$15,000	\$15,000

**The County will receive \$674,625 from the auction of the Tourism Building.**



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Informational Only

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**The County will receive \$674,625 from the auction of the Tourism Building.**

## HEALTHCARE SERVICE AGREEMENT

(Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between NHC OAK RIDGE** and **ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare of state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.

6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

**IN WITNESS WHEREOF**, the parties by the duly authorized representative have entered into this Agreement  
As of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**FACILITY:**  
**NHC OAK RIDGE**

By: \_\_\_\_\_  
Executive Director

Accepted By: \_\_\_\_\_  
Director of Operations

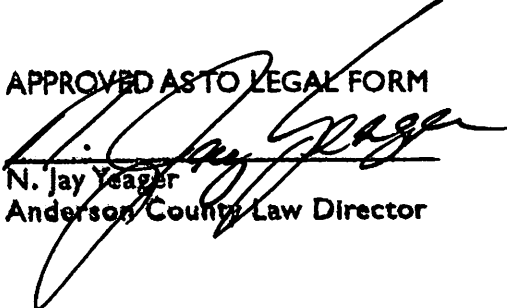
Address for Notices  
300 Laboratory Road  
Oak Ridge, TN 37830

COPY TO NHC OAK RIDGE

**CONTRACTOR:**  
Anderson County EMS

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

APPROVED AS TO LEGAL FORM  
  
N. Jay Yeager  
Anderson County Law Director

**Exhibit A**

**Transportation Services and Compensation**

1. **Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

23-0109

b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

**Exhibit B****General Terms and Conditions**

**1. Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**2. Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

**3. Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

**4. Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.



b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

**9. Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

**10. Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~**11. Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

*Handwritten:* RS  
*Vertical text:* No Arbitration

**12. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

**13. Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

**14. Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

**15. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

**Exhibit C**

**Business Associate Addendum**

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

9. **Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

9.1. **Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

#### 10. Term and Termination.

10.1. This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

10.2. In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

10.3. Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

11. **Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

12. **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

13. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

14. **Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the 'Indemnitees') from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

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Indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 09/01/2022	<b>End Date</b> 04/30/2025	<b>Agency Tracking #</b> 34101-14023	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> ANDERSON COUNTY			<b>Edison Vendor ID</b> 4145		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number 97.067</b>			
		<b>Grantee's fiscal year end June 30th</b>			
<b>Service Caption (one line only)</b> HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2022					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2023		28,250.00			28,250.00
<b>TOTAL:</b>		<b>28,250.00</b>			<b>28,250.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
<p>This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the District based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.</p>					
<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>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71301000			



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
ANDERSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

**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 Agreement.
- A.2. All Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2022 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy, and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2022 HSGP will be in compliance with the FFY 2022 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2022 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on September 1, 2022 ("Effective Date") and ending on April 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
    - (1) Activities that are reasonably related to the Scope of Services;
    - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
    - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
  - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
  - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
  - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
  - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
    - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
    - (2) the relevant federal agency fails or refuses to finalize a grant; or
    - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
  - f. The start date of the State's federal preaward authority is September 1, 2022.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed twenty-eight thousand two hundred fifty dollars and 00/100 (\$ 28,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency  
Homeland Security Program  
3041 Sidco Drive  
Nashville, TN 37204

- 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 Military, Tennessee Emergency Management Agency.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Budget Line-item:** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or

monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

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

**D. STANDARD TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

The State:

Gary Baker, Homeland Security Grant Program Supervisor  
Tennessee Emergency Management Agency  
3041 Sidco Drive  
Nashville, TN 37204  
[gary.baker@tn.gov](mailto:gary.baker@tn.gov)  
Telephone #: (615) 741-7037  
FAX #: (615) 741-4173

The Grantee:

Terry Frank, County Mayor  
Anderson County  
100 North Main Street, Suite 208  
Clinton, TN 37716  
[tfrank@andersoncountyttn.gov](mailto:tfrank@andersoncountyttn.gov)  
Telephone #: (865) 457-6200  
FAX #: N/A

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or

condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's

contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall

inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

**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. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. 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.5. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

**IN WITNESS WHEREOF,**

**ANDERSON COUNTY:**

---

<b>GRANTEE SIGNATURE</b>	<b>DATE</b>
<b>TERRY FRANK, COUNTY MAYOR</b>	

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

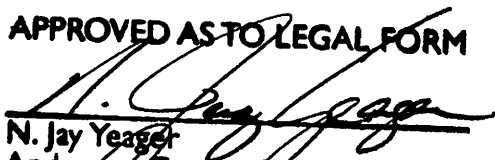
**DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:**

---

<b>WARNER A. ROSS, II, BRIGADIER GENERAL</b>	<b>DATE</b>
<b>THE ADJUTANT GENERAL, MILITARY DEPARTMENT</b>	

<p><b>I certify that this entity meets Civil Rights Title VI compliance.</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>Signature</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>Date</b></p> <p><small>Reviewed by Dept. of Military Civil Rights Title VI Officer</small></p>
---

**APPROVED AS TO LEGAL FORM**



**N. Jay Yeager**  
**Anderson County Law Director**

GRANT BUDGET				
ANDERSON COUNTY: HOMELAND SECURITY GRANT PROGRAM 2022				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 09/01/2022 END: 04/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	28,250.00	0.00	28,250.00
5. 8. 7. 8. 9. 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>28,250.00</b>	<b>0.00</b>	<b>28,250.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.




**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2022 HOMELAND GRANT PROGRAM	28,250.00
<b>TOTAL</b>	<b>28,250.00</b>

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Anderson County
Subrecipient's Unique Entity Identifier (SAM)	EEBGL6LPGY97
Federal Award Identification Number (FAIN)	EMW-2022-SS-00053-S01
Federal award date	09/02/2022
Subaward Period of Performance Start and End Date	09/01/2022-08/31/2025
Subaward Budget Period Start and End Date	09/01/2022-08/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2022
Grant contract's end date	04/30/2025
Amount of federal funds obligated by this grant contract	28,250.00
Total amount of federal funds obligated to the subrecipient	28,250.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,847,500.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2022
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3 <sup>rd</sup> Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 <a href="mailto:gary.baker@tn.gov">gary.baker@tn.gov</a> Telephone #: (615) 741-7037
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)	N/A

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> March 3, 2021		<b>End Date</b> September 30, 2026		<b>Agency Tracking #</b> 32701-05025	
<b>Edison ID</b> 75541				<b>Edison Vendor ID</b> 0000004147	
<b>Grantee Legal Entity Name</b> Anderson County Government				<b>Edison Vendor ID</b> 0000004147	
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end: June 30</b>			
<b>Service Caption (one line only)</b> This is a Non-Collaborative Proposal by Anderson County Government for six (6) drinking water projects and one (1) wastewater project.					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021	\$0.00	\$3,795,149.22	\$0.00	\$0.00	\$3,795,149.22
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$3,795,149.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,795,149.22</b>
<b>Grantee Selection Process Summary</b> <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection					
			The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is \$1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.		
<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>Scott Grammer \ MKH</i>				CPO USE - GG	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
ANDERSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004147

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).
- A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:
- Drinking Water
  - Wastewater
  - Stormwater
- A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):
- Investigation and Planning
  - Investigation, Planning, and Design
  - Planning, Design, and Construction
  - Construction Only
- A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.
- A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

- i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at <https://www.tn.gov/environmental/arp.html>;
  - ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.
- A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:
- i. Include three years of data from audited financial statements; and
  - ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.
- A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- i. This Grant Contract document with any attachments or exhibits;
  - ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
  - iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at <https://www.tn.gov/environment/arp.html>.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.
- A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.
- A.12. **Investigation and Planning** (applicable only if checked in A.4.)
- Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.
- i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.

- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

**A.13. Investigation, Planning, and Design (applicable only if checked in A.4.)**

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

- i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

- vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

**A.14. Planning, Design, and Construction (applicable only if checked in A.4)**

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

- i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:
  - a. Provide an approved corrective action plan/engineering report (CAP/ER);
  - b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;
  - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
  - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
  - a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and
    - i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
    - ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

- a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and
  - i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or
  - ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

- v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.
- vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

**A.15. Construction Only (applicable only if checked in A.4.)**

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

- i.  Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.
- ii.  Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:
  - a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;
  - b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);
  - c. Does not need coverage under a construction general permit; and
  - d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.
- iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an



open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

- a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);
  - b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;
  - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
  - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
- a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
  - b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
- a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or
  - b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.
- vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.
- xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.

- xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

#### **General Terms for All Construction Projects**

- A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.
- A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.
- A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.
- A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (USFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.
- A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.
- A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.
- A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.
- A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of \$150,000 or more.

- A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
    - (1) Activities that are reasonably related to the Scope of Services;
    - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
    - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
  - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
  - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
  - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
  - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
    - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
    - (2) the relevant federal agency fails or refuses to finalize a grant; or
    - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
  - f. The start date of the State's federal preaward authority is March 3, 2021.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Million Seven Hundred Ninety-Five Thousand One Hundred Forty-Nine Dollars and Twenty-Two Cents (\$3,795,149.22) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant

Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones  
312 Rosa L. Parks Avenue  
12<sup>th</sup> floor  
Nashville, TN 37243

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: Environment and Conservation & Division of Water Resources.
- (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 allowable, actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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 thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. 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.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required 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.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, 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. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.
- 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:

Vena Jones & Environmental Consultant 3  
Tennessee Department of Environment and Conservation, Division of Water Resources  
312 Rosa L. Parks Avenue, Nashville, TN 37243  
TDEC.ARP@tn.gov  
Telephone # 615-898-9499

The Grantee:

Terry Frank, Mayor  
Anderson County Government  
100 North Main Street, Room 208  
Clinton, TN 37716-3687  
tfrank@andersoncountyttn.gov  
Telephone # (865) 457-5400

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

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

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

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*.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 CFR § 200.425. 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 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar

cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, 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. Reserved
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment

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

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

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

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

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

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered

into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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.

**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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to

the Transparency Act (and sub awards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 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.4. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.
- E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 *et seq.*, as those sections are amended from time to time during the term for all individual projects totaling \$10,000,000 or greater.
- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 *et seq.*, as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.
- E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes,

but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**IN WITNESS WHEREOF,**

**ANDERSON COUNTY GOVERNMENT:**

\_\_\_\_\_  
**GRANTEE SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT ENVIRONMENT AND CONSERVATION:**

\_\_\_\_\_  
**DAVID W. SALYERS, P.E., COMMISSIONER**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
**N. Jay Yeager  
Anderson County Law Director**

## ATTACHMENT A

Page 1

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: March 3, 2021				
END: September 30, 2026				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$534,913.20	\$53,491.32	\$588,404.52
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$3,260,236.02	\$326,023.60	\$3,586,259.62
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)			
25	<b>GRAND TOTAL</b>	<b>\$3,795,149.22</b>	<b>\$379,514.92</b>	<b>\$4,174,664.14</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.in.gov/finance/looking-for/policies.html>).

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

## ATTACHMENT A

Page 2

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Administration	\$152,463.20
DW-PDC-1 Design	\$74,000.00
DW-PDC-2 Design	\$40,000.00
DW-PDC-3 Design	\$22,500.00
DW-PDC-4 Design	\$28,500.00
DW-PDC-5 Design	\$50,000.00
DW-PDC-1 Other Engineering	\$42,200.00
DW-PDC-2 Other Engineering	\$14,700.00
DW-PDC-3 Other Engineering	\$10,550.00
DW-PDC-4 Other Engineering	\$32,500.00
DW-PDC-5 Other Engineering	\$21,250.00
DW-PDC-6 Asset Management Planning	\$27,500.00
WW-IP-7 Sewer System Evaluation Study (SSES)	\$18,750.00
<b>TOTAL</b>	<b>\$534,913.20</b>

CAPITAL PURCHASE	AMOUNT
DW-PDC-1 Construction	\$1,610,000.00
DW-PDC-2 Construction	\$281,750.00
DW-PDC-3 Construction	\$155,250.00
DW-PDC-4 Construction	\$396,750.00
DW-PDC-5 Construction	\$816,486.02
<b>TOTAL</b>	<b>\$3,260,236.02</b>

**ATTACHMENT B****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 <a href="mailto:SLFRP@treasury.gov">SLFRP@treasury.gov</a> 202-622-6415 <b>Website:</b> <a href="https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund">https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund</a>
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

**ATTACHMENT C**

**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number: 0000004147

Is Anderson County Government a parent? Yes  No

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

Is Anderson County Government a child? Yes  No

If yes, complete the fields below.

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

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

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

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

Parent entity's contact information


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

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

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

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

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

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
7/1/2023	6/30/2026	-			
Grantee Legal Entity Name				Edison Vendor ID	
Anderson County Government				4143	
Subrecipient or Recipient		Assistance Listing Number: 16.588			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Grantee's fiscal year end			
Service Caption (one line only)					
STOP, DV Court					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24		\$67,000.00			\$67,000.00
FY25		\$67,000.00			\$67,000.00
FY26		\$67,000.00			\$67,000.00
TOTAL:		\$201,000.00			\$201,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
<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.				CPO USE - GG	
Speed Chart		Account Code			
FA00003362		County - 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS  
AND  
ANDERSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of administering state and federal funds for the improvement of the criminal justice system and victim services as required by the Office of Violence Against Women (OVW), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4143

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The Office of Violence Against Women promotes a coordinated, multi-disciplinary approach to improving the criminal justice system's response to sexual assault, domestic violence, dating violence, and stalking crime. By developing state and local partnerships for collaboration and services among police, prosecutors, courts, victim advocates, health care providers, faith leaders, organizations that serve culturally specific and underserved communities and others, should enhance victim safety and hold offenders accountable for their crimes. Projects supported through the Office of Violence Against Women must meet one or more of the statutory purpose areas of the Violence Against Women Act (VAWA), as amended (Victim Service; Prosecution, Court or Law Enforcement).
- a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the STOP and Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
  - b. The Grantee is responsible for annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for STOP per the OCJP Grants Manual.
  - c. Any change in terms or conditions will require a contract amendment.



- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Thirty Six (36) 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 Two Hundred One Thousand Dollars (\$201,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, Attachment A-1 for fiscal year 2025, and Attachment A-1 for fiscal year 2026, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration  
Office of Business and Finance  
Attention: Invoicing  
312 Rosa L. Parks Avenue, Suite 2000  
Nashville, TN 37243  
[OBF.Grants@tn.gov](mailto:OBF.Grants@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 Finance and Administration, Office of Criminal Justice Programs.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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 and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - c. 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.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.
  - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.

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:

Meribeth Howell, Program Manager  
Department of Finance and Administration  
Office of Criminal Justice Programs  
312 Rosa L. Parks Avenue, Suite 1800  
Nashville, Tennessee 37243-1102

Email: Meribeth.Howell@tn.gov  
Telephone # (615) 741-4417

The Grantee:

Melissa Miller, Executive Director  
Anderson County Government  
301 Broadway Ave  
Oak Ridge, Tennessee 37716-3683  
Email: mlmiller@fjcanderson.org  
Telephone # (865) 298-3129

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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.



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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, 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. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter

into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.1. 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 requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend the 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 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.2. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and

(2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

\_\_\_\_\_  
GRANTEE SIGNATURE

\_\_\_\_\_  
DATE

Terry Frank, County Mayor

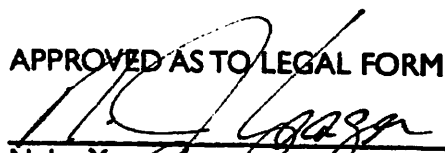
\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

\_\_\_\_\_  
JIM BRYSON, COMMISSIONER

\_\_\_\_\_  
DATE

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

**OFFICE OF CRIMINAL JUSTICE PROGRAMS  
STOP**

**Required Information on Authorizing Agency:**

Name: Anderson County Government  
 Federal ID Number (FEIN): 62-6000477  
 DUNS Number: 074901612  
 SAM Expiration Date: 12/19/2023  
 Fiscal Year End Date: June 30

**Implementing Agency:**

Name: Anderson County Government  
 Address: 301 Broadway Ave  
 Oak Ridge, TN 37716-3683

Will You Have Any Subcontracts? No

Project Title: DV Court

**AUTHORIZED OFFICIAL - Contact Information**

(Name, Title, and Complete Mailing Address)

Terry Frank, County Mayor  
 100 N. Main Street

Clinton, 37716-3683

Phone Number:

(865) 457-6200

EXT:

E-Mail Address:

tfrank@andersontn.org

**PROJECT DIRECTOR - Contact Information**

(Name, Title, and Complete Mailing Address)

Melissa Miller, Executive Director  
 301 Broadway Ave

Oak Ridge, 37716-3683

Phone Number:

(865) 298-3129

EXT:

E-Mail Address:

mlmiller@fjcanderson.org

**FINANCIAL DIRECTOR - Contact Information**

(Name, Title, and Complete Mailing Address)

John Prince, Grant Coordinator  
 100 N. Main Street

Ste 210

Clinton, 37716-3683

Phone Number:

(865) 457-6202

EXT:

E-Mail Address:

jprince@andersoncountyttn.gov

County/Countries Served (Type ALL if Statewide):

Anderson

U.S. Congressional District(s): 3

## **Scope of Services/Project Narrative Domestic Violence Court Grant**

**PROJECT TITLE: Domestic Violence Court**

### **PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED**

*Problem Description – What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography.*

Anderson County, situated in East Tennessee and encompassing a 345 square mile region, has a mix of rural and urban areas and a population of 77,576 residents. 78.8% of which are 18 and older, 21.2% are over the age of 65, and 51% are female. The racial composition is 91.6% white, 4% black or African American, 1.4% Asian, and 3.5% Hispanic or Latino.

Domestic violence in Anderson County has been a problem for many years, but the county has shown a coordinated effort in combating it through a variety of means. However, we still see that coordination could be improved and a greater number of victims can be better served through the creation of a DV Court. Currently, all domestic violence cases are being heard in Sessions I and Sessions II Courts. This means that victims are forced to testify about the abuse they have suffered not only in front of their abuser, but also in front of a courtroom full of individuals who are in court for reasons other than domestic violence. Domestic Violence courts are specialized to address the complex issues presented in domestic violence cases and recognize that victim safety is just as important as offender accountability. Since most domestic violence victims have a deep fear of the court process - these cases are deeply personal and we find that many victims do not want to appear in court due to concerns about their privacy. Sharing such deeply personal experiences in front of large groups of people is intimidating and overwhelming. By having a dedicated docket day for domestic cases, victims would be less fearful and more likely to follow through with cases resulting in higher prosecution rates, increased offender accountability and more safety for victims.

In fact, according to the Domestic Violence Docket Process and Recidivism Report published in 2015 on behalf of the State of Maine Judicial Branch "interviewees consistently stated the best thing about the domestic violence docket was having all the players in one room because it ensured everyone—including the offender—was on the same page. This was identified as the number one factor in increasing accountability for domestic violence offenders over those who were not required to participate in a domestic violence docket. Interviewees also stated a need for more training, not only specific to domestic violence dockets, but on domestic violence in general, particularly for those who do not receive such training as part of their own professional requirements."

This would also ease the burden placed on the Domestic Violence Prosecutor who is currently required to be in a General Sessions courtroom four days a week working domestic cases. Having a dedicated number of days specifically for domestic cases would allow her more time to work with her support team: the victim-witness coordinator, the FJC staff and their partner agencies, and to form a more meaningful relationship with victims of domestic crimes which will enhance the likelihood of them being willing to come to court and testify against their



ATTACHMENT A  
APPLICATION FOR FUNDING  
GRANT PROJECT NARRATIVE  
(PAGE 2)

perpetrator. Since the funding of a domestic violence prosecutor, she has worked over 628 cases. The victim-witness coordinator has also worked with 319 cooperative victims. The number of cooperative victims could increase if they had greater access to the prosecutor, who would have more time to work with them, should she be in court fewer days each week.

The Anderson County Family Justice Center (ACFJC), which opened in July of 2021, has reported a marked increase in the number of victims they have served. In their first year open and operational they served 187 clients. They are currently on track to serve nearly double that number serving 168 in the first half of this fiscal year. ACFJC staff alone helped with 48 ex-parte order of protection requests (this does not include the YWCA ex-parte numbers) in FY21-22 and have assisted in 23 in the last three months of the new fiscal year (again does not include the YWCA's assistance on site).

Having dedicated court dates for domestic cases would also be highly beneficial for victims as it would make it a lot easier for support staff who work with victims to always be in court surrounding the survivor with support in the courtroom and out. For example, the victim-witness coordinator, an advocate from an advocacy program like the YWCA, and FJC staff could be available to share/provide resources for victims in the courtroom. The Bureau of Justice has identified the coordinated approach of surrounding a victim with services as the best way to keep victims from returning to violence, while also increasing the likelihood of prosecution, as the victim feels heard and supported. This helps achieve that goal in coordination with the ACJFC, while not actually being in the ACFJC building.

It is also well-known that interventions for offenders are limited in Anderson County. Through probation, perpetrators can sometimes be ordered to participate in anger management classes, but these are not shown to have meaningful results. We do have many victims that request a perpetrator be required to attend a Batterer's Intervention Program (BIP). Many maintain the hope that with education, change is possible. The only program available is in Knoxville and, due to transportation or financial barriers, a trip to Knoxville on a consistent basis is not feasible. It would be beneficial to study outcomes of BIP and investigate the possibility of getting a program started in Anderson County to assist these families seeking additional support.

We are requesting grant funding specifically to hire an individual who can begin to investigate a way to remove some of the barriers our county and domestic violence victims are facing. In this role, this employee can work on creating or enhancing existing partnerships, to learn more about BIPs and, most importantly, to assess the need for a domestic violence court and begin the process of implementing a plan to get a domestic violence court up and running. This will require the development of MOUs, partnerships, objectives, and a timeline for implementation that will begin the important work of making our county safer for victims of domestic violence and hold offenders accountable. Following the planning stage this position will work to implement the plans to get a domestic violence court running in Anderson County with a projected start date of April 2024.

### **PURPOSE**

*This section should include goals and objectives of the project. For examples, reference the Abstract link listed in the Solicitation.*

Goal 1: Assess the need for a Domestic Violence Court and begin its implementation.

**ATTACHMENT B****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Anderson County Government
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	2020-WF-AX-0016
Federal award date	9/17/2020
Subaward (Federal Award) Period of Performance Start and End Date	7/1/2020; 6/30/2022 Ext: 6/30/2023
Subaward (Federal Award) Budget Period Start and End Date	7/1/2020; 6/30/2022 Ext: 6/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.588; STOP Violence Against Women 2020
Grant contract's (Sub-Recipient) begin date	7/1/2023
Grant contract's (Sub-Recipient) end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$201,000.00
Total amount of federal funds obligated to the subrecipient	\$201,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,049,581.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	DV Court
Name of federal awarding agency	Office on Violence Against Women
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Meribeth Howell Meribeth.Howell@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)	N/A



May 30, 2023

Terry Frank, County Mayor  
Anderson County Government  
100 N. Main Street  
Clinton, TN 377163683

Dear The Honorable Terry Frank:

Enclosed is the contract for your FY2024 STOP award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **Thursday, June 15, 2023**. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

**Additional Requirement:** 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") form (accessible through the Edison Supplier portal).

Your Program Manager is Meribeth Howell. For questions or assistance regarding this contract, please contact Meribeth Howell, at (615) 741-4417, or email [Meribeth.Howell@tn.gov](mailto:Meribeth.Howell@tn.gov).

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman".

Jennifer Brinkman  
Director

cc: Melissa Miller, Executive Director  
File

## Instructions for Completing the Certification Forms

- Read the Certifications thoroughly prior to completing the certification documents.
- Identify who will complete the certification documents, the Authorized Official or their Designee
  - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Certifications and has been granted permission by the Authorized Official to sign the documents with the Authorized Official's signature.**
  - When the Designee is completing the Certifications, the sections of the Certifications collecting the Designee's personal information must be completed in full for the Designee.
- The Certifications have check boxes to indicate whether the Agency certifies to the statement or whether it is not applicable. Make sure all appropriate check boxes are marked.
- At times, the Certification requires an explanation of why a Certification is not applicable for an agency. Agencies must then add this information to the Certification form.
- Agencies should review the Certifications to ensure they are completed in full, all appropriate check boxes marked, signatures and dates are present and designee information completed if necessary.
- Agencies should make a copy of the completed Certifications and keep them in their Agency Grant file.
- Completed Certification forms should be returned to OCJP along with the Grant Application.



Tennessee Department of Finance and Administration
Office of Criminal Justice Programs 312 Rosa
Parks Ave, Ste. 1800
Nashville, TN 37243-1102

Applicant Agency Name:

In satisfaction of the requirements under this grant program, this agency certifies that it has consulted with a local, non-profit and non-governmental victim service program during the course of developing this proposal in order to ensure that the proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

The agency further agrees that grant funds will not support activities that compromise victim safety and recovery, such as:

- 1) Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
2) Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.
3) Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
4) Procedures or policies that fail to include conducting safety planning with victims.
5) Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.
6) Using technology without addressing implications for victim confidentiality, safety planning, and the need for informed consent.
7) Partnering with individuals or organizations that support/promote practices that compromise victim safety and recovery or undermine offender accountability.

Applicant must provide a brief description of the consultation between the applicant and the local victim services organization identified below. Include the dates and content of planning meetings with the victim services program and advocates.

Authorized Signature of the Applicant Agency:

Date:

To be completed by local victim services organization

As a designated representative of \_\_\_\_\_, a recognized local, non-profit and non-governmental victim services organization, I certify that the above is an accurate description of the consultation between my agency and that applicant agency identified above.

Name of Organization:

Name & Title of Signing Authority:

Signature of the Local, Non-Profit, Non-Governmental Victim Services Organization:

Date:

**CERTIFICATION REGARDING DEBARMENT, ET AL**

(PAGE 1 OF 2)

**Instructions for Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)  
(PAGE 2 OF 2)

US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS  
(SUB-RECIPIENTS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)**

- (1) The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**Name and Title of Authorized Official:** \_\_\_\_\_

**Name and Address of Authorizing Agency:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please check the box to the left)*

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:** \_\_\_\_\_  
**Certifying Designee's Title:** \_\_\_\_\_  
**Certifying Designee's Address:** \_\_\_\_\_

***Please complete all certifications, print them, and then sign & date each certification***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

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

**CERTIFICATION REGARDING LOBBYING**

(PAGE 1 of 2)

**CERTIFICATION REGARDING LOBBYING**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OCJP for guidance, and may not proceed without the express prior written approval of OCJP.

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal grant, or cooperative agreement over \$100,000 as defined at CFR Part 69.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (2) If any funds other than Federal 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 Federal grant or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ (Type N/A if not applicable) complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Name and Title of Authorized Official: \_\_\_\_\_

Name and Address of Authorizing Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."



**CERTIFICATION REGARDING LOBBYING**  
(PAGE 2 OF 2)

**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please check the box to the left)*

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:** \_\_\_\_\_

**Certifying Designee's Title:** \_\_\_\_\_

**Certifying Designee's Address:** \_\_\_\_\_

**Certifying Designee's Address:** \_\_\_\_\_

*Please complete all certifications, print them, and then sign & date each certification*

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

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

## CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 of 2)

**TENNESSEE CERTIFICATION OF COMPLIANCE  
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,  
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS  
FOR SUBGRANTS ISSUED BY  
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS**

***INSTRUCTIONS:*** Complete the identifying information below. Read this form completely, identifying the person responsible for reporting civil rights findings in certification #3. Please obtain the signature of the Authorized Official on page 2, forward a copy of this form to the person identified in #3 and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1800, Nashville, Tennessee 37243-1102 with your signed contracts.

Agency Name:

Project Director's Name:

Agency Address:

Project Director's Phone:

Grant Project Title:

Grant Start Date:

Grant End Date:

Grant Duration:

Grant Amount:

**I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:**

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

- 1 I certify that this agency will maintain data (and submit when required) to ensure that
  - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
  - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
  - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act. (See also 2000 Executive Order #13166).
  - d. I certify that this agency will register within 60 days of award start date with the Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity (EEO) Program Reporting Tool to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.
  
2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
  - a. Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - b. Victims of Crime Act (42 U.S.C § 10604(e));
  - c. Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C § 5672(b));
  - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
  - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
  - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
  - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
  - j. Violence Against Women Act (VAWA) of 1994, as amended, 42 U.S.C. § 13925(b)(13)

**CERTIFICATION OF CIVIL RIGHTS COMPLIANCE  
(PAGE 2 OF 2)**

- 3. I also certify that this agency will report all civil rights complaints and findings of discrimination, if any, to the Tennessee Office of Criminal Justice Programs, within the Department of Finance and Administration, in compliance with Chapter XXII of the Grant's manual, and with 28 CFR 42.202(c). Any such findings will be provided within 45 days of the complaint or finding and/or if the finding occurred **within 3 years prior to the grant award beginning date**, within 45 days of the grant award beginning date. A copy of this Certification will be provided to the person responsible for reporting civil rights complaints and findings of discrimination, as identified below:

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City & State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

*Please complete all certifications, print them, and then sign & date each certification*

\_\_\_\_\_  
 Authorized Signature of the Applicant Agency:

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

**TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING**

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable database, accessible by the public at no cost, that includes information about where and how federal funds are spent. This includes information on grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance funded with federal funds. That searchable database can be found through the internet. For more information about where and how federal funds are spent, please visit [www.USASpending.gov](http://www.USASpending.gov).

**Executive Compensation Reporting:** FFATA requires you to provide the names and total compensation of your agency's five (5) most highly compensated executives (i.e., Officers, Managing Partners, Executive Directors, or any other highly compensated employee in a management position) if you meet the following criteria:

- 80 percent or more of the Authorizing Agency's annual gross revenues are from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; **and**
- \$25,000,000 or more in annual gross revenues are from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; **and**
- 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 section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

If Executive Compensation Reporting does **NOT** apply to your Grant Project, then please **skip** the Executive Compensation Reporting table below and proceed to page 2 to **complete the remainder of the Certification.**

If Executive Compensation Reporting **applies** to your Grant Project, then please report the name, title, and compensation of the top five executives of your organization in the table below and then proceed to page 2 to complete the remainder of the Certification.

**EXECUTIVE COMPENSATION REPORTING FOR TOP FIVE (5) EXECUTIVES OF THE AUTHORIZING, APPLICANT AGENCY**

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:

**CERTIFICATION REGARDING FFATA**  
(PAGE 2 OF 2)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

**Name and Title of Authorized Official:**

**Name and Address of Authorizing Agency:**

"The Authorized Official certifies that, to the best of his or her knowledge and belief, the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

**Certification:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does apply to this Agency and I am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

**Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does not apply to this Agency as a result of the explanation below: *(Please check the box to the left & provide an explanation below)*  
**Explanation:**

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**  
**Certifying Designee's Title:**  
**Certifying Designee's Address:**  
**Certifying Designee's Address:**

***Please complete all certifications, print them and then sign & date each certification.***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

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

**Requirement to report actual or imminent breach of  
Personally Identifiable Information (PII)**

The grantee agrees to assist Office of Criminal Justice Programs in complying with OMB Circular A-130.

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)— 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OCJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Name and Title of Authorized Official:**

**Name and Address of Authorizing Agency:**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency

\_\_\_\_\_  
Date



**Tennessee Department of Finance and Administration**  
Office of Criminal Justice Programs  
312 Rosa Parks Ave, Ste. 1800  
Nashville, TN 37243-1102

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### High-Risk Designation Certification

The Office of Criminal Justice Programs (OCJP) subrecipients of Department of Justice (DOJ) funds are required to disclose whether the subrecipient is designated "high risk" by a federal grant-making agency. If the subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, **the subrecipient must disclose that fact and certain related information to Office of Criminal Justice Programs (OCJP) by emailing the Program Manager.**

For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient high risk,
2. The date the recipient was designated high risk,
3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and
4. The reasons for the high-risk status, as set out by the federal awarding agency.

The recipient agrees to comply with any additional requirements that may be imposed by the OCJP during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

**Name and Title of Authorized Official or Designee:**

**Name and Address of Authorizing Agency:**

\_\_\_\_\_  
Authorized Signature of the Applicant Agency or Designee

\_\_\_\_\_  
Date

## CERTIFICATION REGARDING NON-SUPLANTING

## NON-SUPLANTING CERTIFICATION

This is to certify that I have read, understand, and agree to ensure that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project.

**Name and Title of Authorized Official:**

**Name and Address of Authorizing Agency:**

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace State or local funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

**Certifying Designee's Address:**

**Certifying Designee's Address:**

***Please complete all certifications, print them, and then sign & date each certification***

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Authorized Signature of the Applicant Agency:

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Date:



## CERTIFICATION OF COMPLIANCE WITH VAWA

(PAGE 1 OF 2)

CERTIFICATION OF COMPLIANCE WITH THE STATUTORY ELIGIBILITY REQUIREMENTS OF  
THE VIOLENCE AGAINST WOMEN ACT, AS AMENDED

In order to receive STOP Formula Grant Program funds, States are required to certify annually that the State is in compliance with statutory eligibility requirements of the Violence Against Women Act as amended. Please note that some of the certifications have changes due to the Violence Against Women Action Reauthorization of 2013 (VAWA 2013).

**ALL agencies receiving funding through the Office of Criminal Justice Programs must be aware of these State assurances and certify that these requirements are being implemented at the local level, where applicable.**

**(1) With respect to the VAWA requirement concerning costs for criminal charges and protection orders, subrecipients must certify:**

That its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.  
See TCA 36-6-617 for more information.

The undersigned shall initial here \_\_\_\_\_ (Indicate N/A if not applicable) and complete the remainder of the certification and submit it in accordance with provided instructions.

**(2) With respect to the VAWA requirement concerning forensic medical examination payment for victims of sexual assault, subrecipients must certify:**

The state or another governmental entity incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault;  
The state coordinates with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims; and,  
It will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.  
See TCA 29-13-118 for more information.

The undersigned shall initial here \_\_\_\_\_ (Indicate N/A if not applicable) and complete the remainder of the certification and submit it in accordance with provided instructions.

**(3) With respect to the VAWA requirement concerning judicial notification, subrecipients must certify:**

Before a court accepts the guilty plea of a defendant charged with a domestic violence offense, it shall inform the defendant that it is a federal offense for a person convicted of a domestic violence offense to possess or purchase a firearm and that from the moment of conviction for such an offense the defendant will never again be able to lawfully possess or buy a firearm of any kind. After so informing the defendant, the court may accept the plea of guilty if the defendant clearly states on the record that the defendant is aware of the consequences of a conviction for a domestic violence offense and still wishes to enter a plea of guilty. If a defendant is not represented by an attorney but wishes to proceed to the trial of a charge of committing a domestic violence offense, the court shall also inform the defendant of the consequences of a conviction for a domestic violence offense.  
That its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related federal, state, or local laws.  
See TCA 40-14-109 for more information.

The undersigned shall initial here \_\_\_\_\_ (Indicate N/A if not applicable) and complete the remainder of the certification and submit it in accordance with provided instructions.

**CERTIFICATION OF COMPLIANCE WITH VAWA (CONTINUED)**  
**(PAGE 2 OF 2)**

**(4) With respect to the VAWA requirement prohibiting polygraph testing, subrecipients must certify:**

Its laws, policies, or practices ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense, and  
The refusal of a victim to submit to a polygraph examination or other truth telling device shall not prevent the investigation, charging, or prosecution of an alleged sex offense.  
See TCA 38-3-123 for more information.

The undersigned shall initial here \_\_\_\_\_ *(Indicate N/A if not applicable)* and complete the remainder of the certification and submit it in accordance with provided instructions.

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please check the box to the left)*

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

**Certifying Designee's Address:**

**Certifying Designee's Address:**

***Please complete all certifications, print them and then sign & date each certification.***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

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

**CERTIFICATION OF COMPLIANCE WITH CONFIDENTIALITY & PRIVACY PROVISIONS**

(PAGE 1 OF 2)

**ACKNOWLEDGEMENT OF NOTICE OF STATUTORY REQUIREMENT  
TO COMPLY WITH THE CONFIDENTIALITY AND PRIVACY PROVISIONS OF  
THE VIOLENCE AGAINST WOMEN ACT, AS AMENDED**

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), subrecipients with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance.

Agencies receiving Office on Violence Against Women funding through the Office of Criminal Justice Programs must be aware of VAWA confidentiality and privacy provisions and certify compliance. Additionally, subrecipient agency must create and maintain documentation of compliance, such as policies and procedures for release of victim information.

**CONFIDENTIALITY & PRIVACY PROVISIONS REQUIREMENTS:**

In order to ensure the safety of victims of crime and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(1) Nondisclosure certification: Subject to sections (2) and (3), subrecipient agencies shall not...

- disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(2) Release of Information: If release of information described in section (1) is compelled by statutory or court mandate—

- subrecipient agencies shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- subrecipient agencies shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(3) Information sharing

- Subrecipient agencies may share—
  - nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
  - court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
  - law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

**CERTIFICATION OF COMPLIANCE WITH CONFIDENTIALITY & PRIVACY PROVISIONS**

(PAGE 2 OF 2)

(4) Information sharing (*continued*)

- In no circumstances may subrecipient agencies share —
  - a victim of crime and their families be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the subrecipient agency.;
  - any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(5) Statutorily mandated reports of abuse or neglect: Nothing in this certification prohibits a subrecipient agency from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by Tennessee. All agencies must comply with Tennessee Code Annotated, Sections 37-1-403 and 37-1-605 by reporting suspected cases of child abuse to the Department of Children's Services and with Tennessee Code Annotated 71-6-103 by reporting cases of adult abuse to the Department of Human Services as required by law.

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

**Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (*Please check the box to the left*)

**Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the *Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, As Amended*. The requirement does not apply to this Agency as a result of the explanation below: (*Please check the box to the left & provide an explanation below*)  
**Explanation:**

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

**Certifying Designee's Address:**

**Certifying Designee's Address:**

*Please complete all certifications, print them and then sign & date each certification.*

\_\_\_\_\_  
 Authorized Signature of the Applicant Agency:

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



**Tennessee Department of Finance and Administration**  
Office of Criminal Justice Programs  
312 Rosa Parks Ave, Ste. 1800  
Nashville, TN 37243-1102

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**Applicant Agency Name:**

OVW does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions. Below are lists of these activities.

- 1) Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
- 2) Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.
- 3) Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
- 4) Procedures or policies that fail to include conducting safety planning with victims.
- 5) Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.
- 6) Using technology without addressing implications for victim confidentiality, safety planning, and the need for informed consent.
- 7) Partnering with individuals or organizations that support/promote practices that compromise victim safety and recovery or undermine offender accountability.

Authorized Signature of the Applicant Agency:

Date:

Name & Title of Signing Authority:  
Certificate for Compromising Victim Safety

April 2021

## Instructions for Completing the Special Conditions

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Subrecipients must notify OCJP rather than the federal agency when noted in the Special Condition. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify whom will complete the Special Conditions documents, the Authorized Official or their Designee, The Project Director, and the Financial Director:
  - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. Please reference the OCJP Grants Manual Chapter II for additional information.**
  - When the Designee's is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee's.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee, the Project Director, and the Fiscal Director to check the box(s) indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 2 OF 15

PROJECT NUMBER 2020-WF-AX-0015

AWARD DATE 09/17/2020

*SPECIAL CONDITIONS*

**1 Requirements of the award, remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

**3 Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 3 OF 15

PROJECT NUMBER 2020-WF-AX-0016

AWARD DATE 09/17/2020

*SPECIAL CONDITIONS*

4. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

7. Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.





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3. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

11. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



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13. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.



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*SPECIAL CONDITIONS***18 Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

**19 Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantees Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 615-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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*SPECIAL CONDITIONS*

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to [OVW\\_GFMD@usdoj.gov](mailto:OVW_GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address), and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

24. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

25. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.



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25. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

27. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

28. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

29. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

30. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

31. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.



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32. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

33. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

34. Termination or suspension for cause

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

35. Performance progress reports and final report submission

The recipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The recipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Grants Management System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

36. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the DOJ grants system using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=!>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.



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37. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

38. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

39. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

40. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

41. Publications disclaimer for STOP Formula subrecipients

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."





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42. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

43. Grantee orientation - mandatory attendance

The recipient agrees that the State Administrator for this award will attend an OVW grantee orientation for new state administrators, if the State Administrator has held that position for four years or fewer, as of the project period start date on this award. If there is a change in the State Administrator during the project period, the recipient agrees to send the new State Administrator, regardless of prior experience with this or any other federal award, to the next available OVW grantee orientation for new state administrators.

44. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

45. Use of administrative funds to attend training

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager by submitting a Grant Adjustment Notice (GAN), along with an agenda and other relevant supporting documentation, to ensure that the training is a cost directly associated with administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

46. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.



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## 47. Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

## 48. Prohibition on use of administrative funds for lobbying

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

## 49. Ongoing compliance with statutory certifications

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

## 50. Required funding allocations, including funding for culturally specific organizations

The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," which are defined by 42 U.S.C. § 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts), Asian Americans, Native Hawaiians and other Pacific Islanders, Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

## 51. Sexual assault set-aside

The recipient agrees that not less than 20 percent of the amount granted shall be allocated for programs and projects in 2 or more allocations (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.



Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2020-WF-AX-0016 AWARD DATE 09/17/2020

*SPECIAL CONDITIONS*

52. Match requirement

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subgrants will not be required by the recipient to provide matching dollars.
- 3) The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.
- 4) The recipient will provide no less than 25 percent matching funds for subgrants awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

53. Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

54. Announcement of funding availability

The recipient agrees to provide OVW, within ten (10) days of release, a copy of its announcement of the availability of funding under this program (e.g., the request for applications, announcement of general funding availability, or announcement of program priorities issued in connection with this program).

55. Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.



Department of Justice (DOJ)  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Grant**

PROJECT NUMBER 2020-WF-AW-0016

AWARD DATE 09/17/2020

*SPECIAL CONDITIONS*

56. Equitable distribution of subawards

The recipient agrees, in making subawards under this award, to (1) give priority to areas of varying geographic size with the greatest showing of need based on the range and availability of existing domestic violence and sexual assault programs in the population and geographic area to be served in relation to the availability of such programs in other such populations and geographic areas, including Indian reservations; (2) determine the amount of subawards based on the population of the geographic area to be served; (3) equitably distribute monies on a geographic basis, including nonurban and rural areas of various geographic sizes; (4) recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and funds for underserved populations are distributed equitably among culturally specific and other underserved populations; and (5) take steps to ensure that eligible applicants are aware of the STOP Program funding opportunity, including applicants serving different geographic areas and culturally specific and other underserved populations.

57. Methods of Administration requirement for state administering agencies

The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the Office of Justice Programs' Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by the Office of Justice Programs' Office for Civil Rights or any other authorized persons. The required elements of the MOA are set forth at <https://www.ojp.gov/funding/explore/statemethodsadmin-fy2017update>, under the heading, "Methods of Administration - Requirements Applicable to States."

Name and Title of Authorized Official: \_\_\_\_\_  
Name and Title of Certifying Designee (If different from authorized official): \_\_\_\_\_  
Certifying Designee's Address: \_\_\_\_\_

I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

\_\_\_\_\_  
Name, Title Date

Project Director

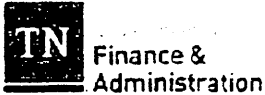
I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

\_\_\_\_\_  
Name, Title Date

Financial Director

I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

\_\_\_\_\_  
Name, Title Date



**Tennessee Department of Finance and Administration**  
Office of Criminal Justice Programs  
312 Rosa Parks Ave, Ste. 1800  
Nashville, TN 37243-1102

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**CERTIFICATE OF JUDICIAL NOTIFICATION  
COURT PROJECTS**

**Agency Name:**

In satisfaction of the requirements under the STOP federal grant program, this agency certifies that before the court accepts the guilty plea of a defendant charged with a domestic violence offense, it shall inform the defendant that it is a federal offense for a person convicted of a domestic violence offense to possess or purchase a firearm and that from the moment of conviction for such an offense the defendant will never again be able to lawfully possess or buy a firearm of any kind. After so informing the defendant, the court may accept the plea of guilty if the defendant clearly states on the record that the defendant is aware of the consequences of a conviction for a domestic violence offense and still wishes to enter a plea of guilty. If a defendant is not represented by an attorney but wishes to proceed to the trial of a charge of committing a domestic violence offense, the court shall also inform the defendant of the consequences of a conviction for a domestic violence offense. See TCA 40-14-109 for more information.

Agency Name:  
Agency Address:  
Agency Phone:  
Authorized Official's Name:  
Authorized Official's Email Address:

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Authorized Signature of the Applicant Agency:

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Date:

Objective 1.1: The Anderson County Sessions I & II Judges will hire and train a Domestic Violence Court Coordinator.

Goal 2: Increase safety for victims and their children by strengthening support systems.

Objective 2.1: Domestic Violence Court Coordinator will work with partner agencies focusing on defining best practices for the community and implementing them as a team to ensure victims and their children feel safe and supported by local institutions and the community at large.

Goal 3: Increase offender accountability.

Objective 3.1: A certified Batterers Intervention Program will be implemented.

### **ACTIVITIES**

*Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results. For projects requesting multi-year funding, describe and delineate how activities may change over the period of the grant if at all.*

Objective 1.1: The Anderson County Sessions I & II Judges will hire and train a Domestic Violence Court Coordinator.

Activities: The Anderson County Sessions I & II Judges will hire and train a Domestic Violence Court Coordinator (DVCC) who will then assess the need for a Domestic Violence Court in Anderson County. This will be done through a community assessment, meeting with key stakeholders, and planning and coordination with partnering agencies that work with victims inside and outside of the court system. In this position the DVCC will travel to existing DV Courts to observe, in an effort to begin the process of creating and implementing an Anderson County DV Court. In this role the DVCC will work with mentor courts to hone implementation strategies to ensure that once the court is operational it will be as seamless a transition as is possible.

Objective 2.1: Domestic Violence Court Coordinator will work with partner agencies focusing on defining best practices for the community and implementing them as a team to ensure victims and their children feel safe and supported by local institutions and the community at large.

Activities: The Domestic Violence Court Coordinator will actively work to engage all necessary community and governmental agencies in collaboration to serve victims of domestic violence. In this role the DVCC will ensure that the dynamics of domestic violence are better understood by these key players, so that can use best practices to begin providing a real sense of safety for victims of domestic violence and their children. This partnership building will happen as the DVCC

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attends community meetings, the CCR, the ACFJC Collaborative, and engages in one on one meetings to begin the implementation of the Domestic Violence Court.

Objective 3.1: A certified Batterers Intervention Program will be implemented.

Activities: The DVCC will work with already operational Batterers Intervention Programs (BIP) in surrounding communities to see if a program can be expanded to include Anderson County. Should no existing programs wish to expand the DVCC will investigate the creation of a BIP program for Anderson County working with the Tennessee Coalition to End Domestic & Sexual Violence, the Anderson County CCR, and the ACJFC Collaborative team to get a certified program up and running.

**IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES**

*This section should include a comprehensive timeline with concrete implementation and execution dates. The structure of the timeline should be feasible and outline the best scenario for achieving goals and objectives. Please add additional lines as necessary.*

Activity/ Output	Position of Person Completing	Due Date for Completion
Hire a DV Court Coordinator	Anderson County Sessions I & II Judges	June 1, 2023
Begin investigating a BIP partnership	Domestic Violence Court Coordinator	July 10, 2023
Connect with existing DV Court to meet counterparts and observe court	Domestic Violence Court Coordinator	June 15, 2023 for initial contact
Organize a DV Court Team and meet for initial planning	Domestic Violence Court Coordinator	August 7, 2023
Complete a needs assessment	Domestic Violence Court Coordinator	September 11, 2023
Schedule monthly team meetings	Domestic Violence Court Coordinator	First to occur in September with monthly meetings to follow on regularly scheduled days agreed upon by team
Conduct a focus group	Domestic Violence Court Coordinator	November 2023
Schedule and conduct stakeholder meetings	Domestic Violence Court Coordinator	Once per quarter beginning January 2024
Complete and submit a detailed two year implementation plan to OCJP including a timeline and outcomes	Domestic Violence Court Coordinator	March 2024

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Submit updated scope to reflect implementation and updated job description	Domestic Violence Court Coordinator	March 15, 2024
Domestic Violence Court begins	Domestic Violence Court Coordinator	April 2024

### **INPUTS**

*This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. Include your organization chart. Provide a brief description of grant funded position's responsibilities. Collaboration with other agencies should also be detailed here.*

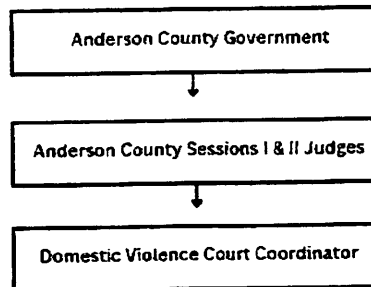
*Include special degrees, educational requirements or experience which are requirements of the grant-funded positions. Outline the organizational structure including all who work with the project regardless of whether or not their salaries are grant funded. To what extent would this grant affect the overall project budget? Would this grant fund the entire project or are there other resources that would be leveraged to benefit this project? Give some detail.*

To make this endeavor successful we will need to hire a Domestic Violence Court Coordinator. In addition to funds for the position we will need additional funding to cover the cost of supplies; the purchase of a computer, printer, and phone line; and funds for travel to and from meetings and for training opportunities. Other inputs include the cooperation of partner agencies, including but not limited to, county government, supporting members of the team (judges, clerks, the DA's Office), and additional support agencies like the Anderson County Family Justice Center. This position will assist in getting a preexisting Batterer's Intervention Program operational in Anderson County. If a program does not want to expand to Anderson County then the process of creating one will be evaluated by the Domestic Violence Court Coordinator and a plan for implementation will be addressed and considered by the DV Court Team.

All of the funding provided would go to the salary and support of the Domestic Violence Court Coordinator position. Additional resources utilized to make this position successful will come from partner agencies working to ensure the DV Court is operational. For example, the Anderson County Family Justice Center will be providing a work space for the position, so that there is easier coordinator access available, as the ACFJC works with 31 partner agencies on-site. This would allow the DV Court Coordinator access to more collaborative opportunities.



**ORGANIZATIONAL CHART**



**Anderson County Courts, Sessions I & II  
Domestic Violence Court Coordinator Job Description**

**Job Title:** Domestic Violence Court Coordinator

**Immediate Supervisor:** Judge Bowling & Judge Tuck

**Position Summary:**

The Domestic Violence Court Coordinator is primarily responsible for planning, organizing, coordinating, and monitoring the non-judicial activities of the Domestic Violence Court Program. In addition to being a liaison for the Domestic Violence Court, the Domestic Violence Court coordinator completes process and outcome evaluations for the program. The Domestic Violence Court Coordinator also serves as a liaison between members of the Domestic Violence Core Court Team the Domestic Violence Court Steering Committee and its partners. This position reports to the Anderson County Sessions I Judge, Victoria Bowling and Sessions II Judge, Matt Tuck.

**Specific Responsibilities:**

- Plans, monitors and coordinates activities of the Domestic Violence Court
- Analyzes operational procedures and implements changes in policy and procedures when necessary
- Develops and maintains working relationships with government and community based agencies
- Collaborates with government and community agencies to meet program funding requirements
- Participate in the Anderson County coordinated community response team meetings
- Participate in Anderson County Family Justice Center Collaborative quarterly meetings
- Plan and coordinate training opportunities and site visits with two other mentor DV courts
- Participate in community partnership training opportunities when schedule allows
- Develop and participate in training and outreach opportunities focusing on the domestic violence court role and program details

- Ensure grant goals, objectives and requirements are met
- Collect data and statistics for grant reporting
- Investigate the addition of a BIP program to Anderson County
- Perform other duties as directed by the Anderson County Sessions I & II Judges

**Preferred Knowledge, Skill, and Qualifications:**

- Experience in working with individuals and families
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development, and best practices.
- Knowledge of the criminal justice and social service system
- Ability to communicate effectively with professional and administrative personnel
- Ability to exercise judgment and discretion in applying and interpreting policies and procedures
- Excellent interpersonal skills and receptive to new ideas
- Ability to promote teamwork and cooperation along with handling delicate situations tactfully
- Committed to professional growth
- Ability to work effectively in high pressure circumstances
- Ability to communicate effectively both verbally and in writing with diverse groups of individuals

**Minimum Training and Experience:**

- Must have a history that reflects commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims survivors of crime).
- Must have an associate or bachelor's (preferable) degree in psychology, social work, or related field, or have experience (paid or unpaid) working in the nonprofit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.

<b>Domestic Violence Court Coordinator Supervisors:</b> Judge Bowling & Judge Tuck
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**Position Summary:**

The Domestic Violence Court Coordinator (DVCC) supervisors are primarily responsible for monitoring the activities of the Domestic Violence Court Coordinator. This supervision will be documented for time tracking purposes, as this time will be used as grant match. In this role the Judges will attend meetings with the DVCC to ensure compliance with grant activities, they will attend meetings related to the DVCC position and the Domestic Violence Court Docket, as well as meetings with the DVCC planning team/steering committee. The supervisors may document time spent on in-person meetings, as a group or one-on-one, in relation to the position, or via online means. Time spent on emailing, calls, or other related supervision activities can and will also be tracked to ensure match is correctly documented for monitoring purposes.

### **DATA COLLECTION PROCEDURE**

*Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. e.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the STOP and OCJP Annual Report. Questions to be answered are; who will collect the data as well as how and when. In addition, describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.*

The Domestic Violence Court Coordinator will develop surveys and questionnaires to obtain feedback from professional court participants, attorneys, domestic violence victims, and service providers in regard to a domestic violence court. The DV Court Coordinator will also use focus groups to further identify how to move forward and to ensure, once a court is created, if any modifications or changes are being identified that need to be addressed. Results from surveys, questionnaires, and focus groups will be presented to a steering committee, the CCR team, and to OCJP upon request. The DV Court Coordinator will track their efforts through spreadsheets.

Once the DV Court is up and running clients will be asked to participate in feedback surveys. We will ask that surveys be completed in person, but we will provide an option to use a QR code at a later time, as well. It is most likely that surveys will be completed in a timely manner immediately following the close of their case, however it has been noted by the Family Justice Center and the DA's Office that feedback is often more critical immediately following the close of the case if the outcome is not what was expected. There are concerns that this will skew results, but it's better to capture surveys immediately following and receive more feedback than to rely on mailing out a survey or asking them to complete using a QR code later. We will explore other options for capturing true client feedback moving forward. The Domestic Violence Court Coordinator will use the client feedback surveys to present to the steering committee. Results will determine if any changes need to be made to services provided. Positive feedback will result in a continuation of services in a similar manner, while constructive feedback will result in the DV Court team and/or the steering committee discussing options for modifications to mitigate client concerns.

The Domestic Violence Court Coordinator will track all necessary and relevant data using spreadsheets and potentially a database depending on recommendations from OCJP and current operational DV courts. The use of case data being tracked will also be used to determine future court needs. At this time the list of what will be tracked has not yet been identified. We will determine what will be tracked following guidance from OCJP and the mentor courts we work with.

### **COLLABORATION ACTIVITIES (REQUIRED)**

*Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results they are more likely to achieve together than alone. Collaboration should describe the ongoing working relationship where ideas are exchanged with a common purpose and common goals are planned and attained. **All applicants are strongly encouraged to collaborate with other agencies to achieve similar goals.***

One of the greatest strengths of Anderson County is its consistent reliance on strong collaboration. This is true of government agencies as well as nonprofit agencies within the

county. All seem to work together for the common good of those most vulnerable among us. It is something our county takes great pride in. The Domestic Violence Court Coordinator will work collaboratively with government and nonprofit agencies in the course of their work. Partner agencies include, but are not limited to the Anderson County Family Justice Center, the 7th Judicial District Attorney General's Office, the Public Defender's Office, Legal Aid Society of Middle Tennessee and the Cumberland, all law enforcement agencies, county governments, probation and its officers. These partner agencies will work with the domestic violence court coordinator to ensure victim needs are being met and that planning and implementation are a smooth process. These groups will also work together to identify and address any changes that may need to be made based on feedback from partner agencies and victims being served.

The Domestic Violence Court Coordinator will also collaborate by attending and contributing to community meetings, most importantly the CCR and the ACFJC Collaborative.

### **INTENDED OUTPUTS (Products)**

*This section should describe the outputs or internal measures of the amount of work done within the project. **Outputs are the direct products of program activities** and usually are measured in terms of the volume of work accomplished. Outputs refer to the completion of tasks you are required to accomplish over the course of the project.*

#### **Increased Community Collaboration through the hiring of a DV Court Coordinator who will:**

- Be responsible for planning, organizing, coordinating, and monitoring the non-judicial activities of the Domestic Violence Court Program
- Serve as a liaison for the Domestic Violence Court
- Completes process and outcome evaluations for the program.
- Coordinate collaborative efforts through one-on-one meetings, stakeholder surveys, focus groups, attendance at community meetings, and participation in the Anderson County CCR and the Anderson County Family Justice Center's Collaborative meetings.

#### **Offender Accountability:**

- Because of consistent and regular judges and program staff, all domestic violence offenders can expect a uniform response to domestic hearings.
- Repeat offenders can expect increased penalties due to the greater visibility that results from the smaller dockets and a dedicated staff on Domestic Violence Court day.
- A Batterers Intervention Program (BIP) implemented as part of probation would increase offender accountability due to monitoring and may result in reduced recidivism through specialized education.

#### **Increased Victim Safety:**

- The more specialized nature of a domestic violence court means that victims are more likely to participate and follow through with the court process because a specialized team is sensitive and understanding of the nuances and complexities of domestic violence.

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- Smaller dockets handled by a team who consistently works together in the courtroom will be able to bring a case to a conclusion in a timelier manner. This reduces the time a perpetrator has to intimidate their victim. A small docket with fewer cases means more privacy for victims, as well.
- Victims that understand their resources and have access to supportive community agencies are less likely to find themselves in a domestic violence situation later in life. Many of the agencies that would like to attend court daily to serve victims do not have the staffing available to do so. A dedicated DV Court docket would allow all of those agencies to come to the courthouse and provide services as needed. For example, the YWCA can have an advocate come to court to share their resources. The Anderson County Family Justice Center can have staff available to discuss resources and do intakes off-site at the courthouse if needed. The victim-witness coordinator would also be available during docket days to assist in next steps.

### **INTENDED OUTCOMES (Results)**

*Outcomes describe the difference the project will make for its participants and/or the community as a whole. The outcomes for a project should be **measurable** based upon a set of defined criteria. Project goals should be set for each criterion. For projects requesting multi-year funding, describe how outcomes may be expected to change over the period of the grant.*

The intended outcome is for Anderson County to hire a Domestic Violence Court Coordinator who will work with partnering agencies to create and implement a Domestic Violence Court and to get a Batterers Intervention Program running to ensure victim safety, offender accountability, and higher rates of prosecution. This program will result in higher rates of offenders participating in a BIP, increased numbers of offenders being found guilty for their abuse, and victims receiving the support and services they need to thrive as survivors of domestic violence- making Anderson County safer for everyone.

**List agencies, roles of agencies, names of principals, their contact information, and agency commitments (or MOUs) to the project.**

The Anderson County Family Justice Center has MOUs with all of the following agencies listed below, with the exception of the Clerk's Office. At this time letters of support can be provided, but MOUs do not currently exist in relation to this project. The DVCC would begin the work of creating new MOUs with all of the following agencies as the work of creating a DV Court team begins.

- 1.) General Sessions II, Judge Matt Tuck (Sessions Judge), (865) 482-0081
- 2.) General Sessions I, Judge Victoria Bowling (Sessions Judge), (865) 457-6214
- 3.) 7<sup>th</sup> Judicial District Attorney General's Office, Dave Clark (District Attorney General), (865) 457-5640
- 4.) Anderson County Family Justice Center, Melissa Miller (Executive Director), (865) 298-3129
- 5.) Anderson County Government, Mayor Terry Frank, (865) 457-6200
- 6.) YWCA Knoxville and the TN Valley, Lauren Lindback, (865) 523-6126
- 7.) Anderson County Sheriff's Office, Sheriff Russell Barker, (865) 775-3266
- 8.) Ridgeview Behavioral Health, Brian Buuck (CEO), (865) 276-1202

9.) Court Clerk's Office, Rex Lynch (Court Clerk), (865) 254-1700

**What other community agencies or partners should be recruited to join the project, for what purposes?**

Anderson County Probation and Anderson County Public Defender's Office will be necessary to have a successful DV Court. The DV Court Coordinator will actively work, in conjunction with those already on board, to get their wholehearted participation- along with other agencies that will enhance the mission.

**PROJECT SUMMARY (Mandatory)**

*Applicants must provide a project summary that includes the applicant's name, title of project, the goals of the project, type of programs to be implemented, a **brief** description of strategies to be used, major deliverables, and coordination plans. The project summary must not exceed one-half page, or 400-500 words.*

The Anderson County Sessions I & II Judges Office is applying for funding that would allow for the implementation of the Anderson County Domestic Violence Court Planning Grant. This project's goal is the formation of a separate Domestic Violence Court in Anderson County designed to further enhance the safety and support of victims navigating the court system, to ensure perpetrators of domestic violence are held accountable, and to assist in the increase of prosecution rates. This will be done through the creation of a Domestic Violence Court Coordinator position that would be responsible for planning, organizing, coordinating, and monitoring the non-judicial activities of the Domestic Violence Court Program. In addition to being a liaison for the Domestic Violence Court, the Domestic Violence Court Coordinator completes process and outcome evaluations for the program. Coordination will happen in one-on-one meetings, through stakeholder surveys, focus groups, attendance at community meetings, and through participation in the Anderson County CCR and the Anderson County Family Justice Center's Collaborative meetings. This position would also be responsible for bringing a Batterers Intervention Program to Anderson County, be it preexisting or newly created to assist in offender accountability. By working with all the agencies, governmental and non-profit, the Domestic Violence Court Team will work together using best practices, to make Anderson County a safer community. The end result for the use of these funds is to have a Domestic Violence Court operating in Anderson County by April of 2024.

**UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.**

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: STOP				
SOLICITATION IDENTIFICATION TITLE: Domestic Violence Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes <sup>2</sup>	\$62,050.00	\$0.00	\$62,050.00
4 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5 5 7, 8 9, 13	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$1,500.00	\$0.00	\$1,500.00
11 12	Travel, Conferences & Meetings <sup>2</sup>	\$3,450.00	\$0.00	\$3,450.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
29	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$22,334.00	\$22,334.00
25	<b>GRAND TOTAL</b>	<b>\$67,000.00</b>	<b>\$22,334.00</b>	<b>\$89,334.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*  
(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocip/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls))

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

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Anderson County Government

FUND SOURCE: STOP

SOLICITATION IDENTIFICATION TITLE: Domestic Violence Court

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: DV Court Coordinator \$40,000 salary/\$22,050 benefits annually including workers comp insurance (12 months), estimated 100% time spent on the project.	\$62,050.00
<b>TOTAL</b>	<b>\$62,050.00</b>

<b>SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
Supplies: General supplies for the DV Court Coordinator and specific project supplies	\$1,500.00
<b>TOTAL</b>	<b>\$1,500.00</b>

<b>TRAVEL, CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Travel: Estimated mileage to travel throughout the county and state to attend trainings, visit other court programs, and to attend partner meetings. Mileage must be at State rate not Federal; unless agency policy has a rate lower than State rate then follow agency rate.	\$1,450.00
Training and Conferences Attended by Agency Staff: Staff will be able to attend conferences in state in relation to their job duties. Applicable Conus rates will be used for travel.	\$2,000.00
<b>TOTAL</b>	<b>\$3,450.00</b>

<b>IN-KIND EXPENSE</b>	<b>AMOUNT</b>
Volunteer Time: two General Sessions Judges providing supervision and oversight of the project. Hours tracked and applied to the project will be outside of the job description for the judges salaried position. Approximately 250 hours for twelve months at a value of \$89/hour.	\$22,334.00
<b>TOTAL</b>	<b>\$22,334.00</b>



GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: STOP				
SOLICITATION IDENTIFICATION TITLE: Domestic Violence Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes <sup>2</sup>	\$63,193.00	\$0.00	\$63,193.00
4 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5 9 7 8 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$1,357.00	\$0.00	\$1,357.00
11 12	Travel, Conferences & Meetings <sup>2</sup>	\$2,450.00	\$0.00	\$2,450.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$22,334.00	\$22,334.00
25	<b>GRAND TOTAL</b>	<b>\$67,000.00</b>	<b>\$22,334.00</b>	<b>\$89,334.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*  
(posted on the Internet at: <https://www.in.gov/content/dam/tv/finance/ocip/Appendix J Policy 03 Report.xls>)

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

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Anderson County Government

FUND SOURCE: STOP

SOLICITATION IDENTIFICATION TITLE: Domestic Violence Court

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: DV Court Coordinator \$41,000 salary/\$22,193 benefits annually including workers comp. insurance (12 months), estimated 100% time spent on the project.	\$63,193.00
<b>TOTAL</b>	<b>\$63,193.00</b>

<b>SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
Supplies: General supplies for the DV Court Coordinator and specific project supplies	\$1,357.00
<b>TOTAL</b>	<b>\$1,357.00</b>

<b>TRAVEL, CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Travel: Estimated mileage to travel throughout the county and state to attend trainings, visit other court programs, and to attend partner meetings. Mileage must be at State rate not Federal; unless agency policy has a rate lower than State rate then follow agency rate.	\$1,500.00
Training and Conferences Attended by Agency Staff: Staff will be able to attend conferences in state in relation to their job duties. Applicable Conus rates will be used for travel.	\$950.00
<b>TOTAL</b>	<b>\$2,450.00</b>

<b>IN-KIND EXPENSE</b>	<b>AMOUNT</b>
Volunteer Time: two General Sessions Judges providing supervision and oversight of the project. Hours tracked and applied to the project will be outside of the job description for the judges salaried position. Approximately 250 hours for twelve months at a value of \$89/hour.	\$22,334.00
<b>TOTAL</b>	<b>\$22,334.00</b>

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: STOP				
SOLICITATION IDENTIFICATION TITLE: Domestic Violence Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes <sup>2</sup>	\$64,334.00	\$0.00	\$64,334.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5. 5 7 3 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
11 12	Travel, Conferences & Meetings <sup>2</sup>	\$1,666.00	\$0.00	\$1,666.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$22,334.00	\$22,334.00
25	<b>GRAND TOTAL</b>	<b>\$67,000.00</b>	<b>\$22,334.00</b>	<b>\$89,334.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*  
(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocip/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls))

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

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Anderson County Government

FUND SOURCE: STOP

SOLICITATION IDENTIFICATION TITLE: Domestic Violence Court

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: DV Court Coordinator \$42,000 salary/\$22,334 benefits annually including workers comp insurance (12 months), estimated 100% time spent on the project.	\$64,334.00
<b>TOTAL</b>	<b>\$64,334.00</b>

<b>SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
Supplies: General supplies for the DV Court Coordinator and specific project supplies	\$1,000.00
<b>TOTAL</b>	<b>\$1,000.00</b>

<b>TRAVEL, CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Travel: Estimated mileage to travel throughout the county and state to attend trainings, visit other court programs, and to attend partner meetings. Mileage must be at State rate not Federal; unless agency policy has a rate lower than State rate then follow agency rate.	\$1,000.00
Training and Conferences Attended by Agency Staff: Staff will be able to attend conferences in state in relation to their job duties. Applicable Conus rates will be used for travel.	\$666.00
<b>TOTAL</b>	<b>\$1,666.00</b>

<b>IN-KIND EXPENSE</b>	<b>AMOUNT</b>
Volunteer Time: two General Sessions Judges providing supervision and oversight of the project. Hours tracked and applied to the project will be outside of the job description for the judges salaried position. Approximately 250 hours for twelve months at a value of \$89/hour.	\$22,334.00
<b>TOTAL</b>	<b>\$22,334.00</b>

# Heartland

## K-12 MERCHANT PROCESSING APPLICATION

Card Only  ACH Only  Dual

### HEARTLAND CONTACT INFORMATION

Current MID  
**585-227-8594**  
RM Fax

School Solutions  
RM Name  
**800-423-2113**  
RM Phone

K12  
Affiliate/Partner ID  
**MySchoolBucks**  
Affiliate Name

### COMPANY INFORMATION

Central Cafeteria ACS-MEALS  
Merchant DBA Name  
**(865)457-7560**  
DBA Phone Number  
**101 S Main St, STE 470**  
DBA Address  
**Clinton / TN / 37716**  
DBA City / State / Zip

Anderson County Schools  
District Name  
(Must correspond with IRS Filing Name)  
**865-463-2800**  
District Phone Number  
**101 S Main St, STE 507**  
District Address  
**Clinton / TN / 37716**  
District City / State / Zip

1  
Number of Locations  
**626000474**  
Federal Tax ID / EIN  
(Must correspond with Legal Name)  
Website Address  
**hssactivations@e-hps.com**  
Email Address  
(InfoCentral Admin User Email Address)  
**HSC HSC**  
Email Contact First Name Email Contact Last Name  
**800-803-6755**  
Customer Service Phone Number  
**585-227-8594**  
Customer Service Fax Number

Margaret Burrell  
Primary Contact Name  
**865-457-7560**  
Primary Contact Phone Number

Secondary Contact Name  
Secondary Contact Phone Number

Authorized to Purchase:  Yes  No

Authorized to Purchase:  Yes  No

### CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	\$25,000.00 Annual Volume	\$45.00 Average Ticket
Visa	0.00 %	\$2.75	\$0.00	\$0.00	Fee Model: <input type="checkbox"/> District Absorbed <input checked="" type="checkbox"/> Parent Paid	<input type="checkbox"/> Service Fee (Pass Through/Single Transaction)
MasterCard	0.00 %	\$2.75				
Discover/JCB	0.00 %	\$2.75				
PIN Debit*					*Plus Applicable Debit Network Fees	
American Express	0.00 %	\$2.75	\$0.00	\$0.00	Note: OptBlue Annual Processing Volume > \$1 Million must go Direct <input checked="" type="checkbox"/> OptBlue - See Industry Thresholds for eligibility if Volume is greater than \$1MM <input type="checkbox"/> I opt out of receiving marketing material from American Express	
American Express Merchant Number	American Express Franchise Name	Franchise CAP Number	American Express Annual Volume	American Express Average Ticket	\$2,500.00	\$49.50

<b>RECURRING FEES</b>	<b>INTERCHANGE QUALIFICATION</b>	<b>SETTLEMENT</b>	<b>CARD ACCEPTANCE</b>	<b>DEPOSIT METHOD</b>
Chargeback Fee: <u>\$0.00</u>	<input checked="" type="checkbox"/> MOTO / Internet	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> All Cards Accepted	<input checked="" type="checkbox"/> Standard
Voice Authorization Fee: <u>\$0.00</u>	<input type="checkbox"/> Retail	<input checked="" type="checkbox"/> Daily Net		
	<input type="checkbox"/> Small Ticket	<input type="checkbox"/> Daily Split		

**ACH FEE SCHEDULE**

Transaction Fee:	<u>\$ 2.49 / 0.00 %</u>	<u>\$ 2,500.00</u>	<u>\$ 21.00</u>
Monthly Fee:	<u>\$</u>	Annual ACH Volume	Average ACH Amount
Return Item Fee:	<u>\$</u>	<u>40</u>	<u>1,000.00</u>
Re-Presentation:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: Re-Presentation Fee: <u>\$ 2.00</u>	Average Number of ACH Transactions per Month	Maximum ACH Limit
K12-OnePay Program:	<input type="checkbox"/> Single: 12.95 <input type="checkbox"/> Multi: 26.95	ACH Settlement Method:	<input checked="" type="checkbox"/> Daily Net <input type="checkbox"/> Monthly Net

**MERCHANT DETAIL**

<b>Type of Business:</b>	<b>Type of Ownership:</b>	<b>IRS reporting classification for LLC:</b>	<b>If school:</b>
<input type="checkbox"/> Private	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded Entity (Single Member LLC)	<input type="checkbox"/> State Owned
<input checked="" type="checkbox"/> Public – Ticker Symbol: _____	<input type="checkbox"/> LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Private
	<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Non-Profit		

**Payment for nutrition and school fees**

<u>_____</u>	<u>_____</u>	<u>_____</u>
Date Business Started	Business is Conducted	Product / Services Provided
Do you process web based sales through HPS: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Define your Refund Policy
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1 <sup>st</sup> and 15 <sup>th</sup> ):		<u>N/A</u>

**SALES METHOD**

On Premise Face to Face Sales:	<u>0 %</u>
Off Premise Face to Face Sales:	<u>0 %</u>
Inbound Telephone Order Sales:	<u>0 %</u>
Outbound Telephone Order Sales:	<u>0 %</u>
Mail Order Sales:	<u>0 %</u>
Real-Time Internet:	<u>0 %</u>
Internet (Keyed):	<u>100 %</u>
Recurring Billing:	<u>0 %</u>
<b>TOTAL:</b>	<b>100%</b>

**CARD PROCESSING METHOD**

Card Swipe:	<u>0 %</u>
Keyed / Card Not Present:	<u>100 %</u>
<b>TOTAL:</b>	<b>100%</b>

**ACH PROCESSING METHOD**

PPD:	<u>0 %</u>
CCD:	<u>0 %</u>
WEB:	<u>100 %</u>
TEL:	<u>0 %</u>
<b>TOTAL:</b>	<b>100%</b>

What percentage of your Bankcard volume is future delivery: \_\_\_\_\_ %

**STATEMENT OPTIONS**

Statement Type:  Standard

Mail Statements To:  Suppress Statements  District

All Electronic Communications (Including ACH Returns):

Same Email as InfoCentral  Preferred Email Address: \_\_\_\_\_

**DISPUTE LETTERS**

Electronic Options:  Email  Fax (Select Mail Option as backup)

Mail Options:  Legal  DBA

**PCI COMPLIANCE**

Is your business PCI Compliant:  Yes  No

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to Card Member Data:  Yes  No  
(i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized: N/A

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor:  Yes  No  N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office):  Yes  No  N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized:  Yes  No  N/A

The signing merchant listed below has experienced an account data compromise.\*:  Yes  No  N/A  
 I have never accepted payment cards.

If yes, what was the date of the compromise:  
(Copy of the completed forensic investigation is required with the app.)

N/A

The signing merchant listed below is storing Sensitive Authentication Data\*\* (even if encrypted) after the transaction has been authorized:  Yes  No  N/A  
 I have never accepted payment cards.

Merchant utilizes an EMV enabled terminal:  Yes  No  N/A

\*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

\*\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

**DEBIT AND CREDIT AUTHORIZATION**

Merchant certifies that any starter check or verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

**CREDIT CARD**

**Deposit Routing/Account**

\_\_\_\_\_  
(4-17 Digit Account Number) (9 Digit Routing Number)  
Account Type (Required):  
 Checking  Savings  Other: \_\_\_\_\_

\_\_\_\_\_  
Name as it appears on Bank Account

**Fee Routing/Account (If separate from Deposit)**

\_\_\_\_\_  
(4-17 Digit Account Number) (9 Digit Routing Number)  
Account Type (Required):  
 Checking  Savings  Other: \_\_\_\_\_

\_\_\_\_\_  
Name as it appears on Bank Account

**HEARTLAND ACH**

**Deposit Routing/Account**

\_\_\_\_\_  
(4-17 Digit Account Number) (9 Digit Routing Number)  
Account Type (Required):  Checking

\_\_\_\_\_  
Name as it appears on Bank Account

**Fee Routing/Account (If separate from Deposit)**

\_\_\_\_\_  
(4-17 Digit Account Number) (9 Digit Routing Number)  
Account Type (Required):  Checking

\_\_\_\_\_  
Name as it appears on Bank Account

# Heartland

Payments

## Member Sponsor Bank Disclosure Form

Central Cafeteria ACS

(865)457-7560

MERCHANT DBA NAME

PRIMARY CONTACT NAME

PRIMARY CONTACT PHONE NUMBER

101 S Main St, STE 470

Clinton TN

37716

DBA ADDRESS

DBA CITY / STATE / ZIP

### SERVICE PROVIDER CONTACT INFORMATION

Heartland Payment Systems  
One Heartland Way,  
Jeffersonville, IN 47130  
HeartlandPaymentSystems.com  
(888) 963-3600

### MEMBER SPONSOR BANK (ACQUIRER) INFORMATION

Deutsche Bank Trust Company Americas  
Cash Management  
1 Columbus Circle, 10019-8735  
New York NY, USA  
Email: COMPL.Card\_Acquiring@list.DB.com

Wells Fargo Bank, N.A.  
P.O. Box 6079  
Concord, CA 94524  
Phone: (844) 284-6834

### DEBIT BANK SPONSOR

PB&T Bank  
301 West 5th Street  
Pueblo, CO 81003  
Phone: (888) 728-3550

### MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: <http://usa.visa.com>
2. You may download MasterCard Rules from MasterCard's website at: <http://mastercard.com>

### IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

**Note:** The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

### IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

### ACKNOWLEDGEMENT

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

X

Owner/Officer Signature \*

Print Name

Email

Date

\* The Owner/Officer/Authorized Signers Signature must be that of the same individual which has signed the Application.



**IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AUTHORIZED SIGNER(S) INFORMATION**

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials:

Yes  No  
If Yes, attach details.

Owner  Officer  Authorized Signer  Managing Agent (Please provide copy of Management Agreement)

(1) Name	Title	Social Security Number	Date of Birth (mm/dd/yyyy)
Home Phone Number	Cell Phone Number	Driver's License Number	Business Equity Ownership
Home Address / City / State / Zip			Length of Time at Home Address

Owner  Officer  Authorized Signer  Managing Agent (Please provide copy of Management Agreement)

(2) Name	Title	Social Security Number	Date of Birth (mm/dd/yyyy)
Home Phone Number	Cell Phone Number	Driver's License Number	Business Equity Ownership
Home Address / City / State / Zip			Length of Time at Home Address

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

**AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION**

Has your District filed Bankruptcy, had Judgments or Liens within the last 3 years:  Yes  No

Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any of the Card Brands.

X \_\_\_\_\_  
(1) Owner/Officer/Authorized Signer Signature      Print Name & Title      Date

X \_\_\_\_\_  
(2) Owner/Officer/Authorized Signer Signature      Print Name & Title      Date

THE TERM OF THIS AGREEMENT IS 36 MONTHS

# Heartland

## Education K-12 ACH Merchant Processing Agreement Terms and Conditions

If you chose ACH processing on the Heartland Payment Systems Merchant Processing Agreement (the "Application"), this ACH Processing Agreement (the "Agreement") is a part of your Application. The "Effective Date" is the earlier of the date that HPS approved your Application or the date on which HPS processed your first ACH transaction.

1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings provided in the rules of the National Automated Clearinghouse Association, and any amendments that may be adopted from time to time. The following definitions shall apply for the purposes of this Agreement:
  - 1.1 "ACH" means the Federal Reserve Bank's Automated Clearing House, a funds transfer system, governed by the Nacha operating rules, that provides for the inter-bank clearing of electronic entries for participating financial institutions.
  - 1.2 "EFT" means Electronic Funds Transaction, electronic debits and credits processed through the ACH Network.
  - 1.3 "Entries" shall have the meaning provided in the Nacha Rules and shall also mean the data received from Merchant hereunder from which HPS prepares Entries.
  - 1.4 "Initiation" means the initial presentation by HPS of a transaction to Settlement.
  - 1.5 "Merchant" means the business customer that initiates ACH entries into the payment system according to an arrangement with a Receiver.
  - 1.6 "Merchant Account" means the commercial demand deposit checking account designated by Merchant for use in conjunction with ACH Services.
  - 1.7 "Nacha" means the National Automated Clearing House Association.
  - 1.8 "NACHA Rules" means the rules of the National Automated Clearinghouse Association (NACHA), and any amendments that may be adopted from time to time hereafter. Please refer to the following website for the NACHA Rules: <https://www.nacha.org/rules>
  - 1.9 "ODFI" means the bank acting as the Originating Depository Financial Institution as defined by Nacha Rules.
  - 1.10 "RDFI" means the Receiving Depository Financial Institution that receives ACH entries from the ACH Network and posts the entries to the Receiver's account.
  - 1.11 "Receiver" means the person or organization that has authorized a Merchant to initiate an ACH entry to the Receiver's account with the RDFI.
  - 1.12 "Re-initiation" or "Re-presentation" means the second or third attempt at Settlement by HPS of a previously Returned ACH transaction.
  - 1.13 "Return" means a Receiver transaction that is returned unpaid by either the Receiver's bank or the ACH Network.
  - 1.14 "Returned Item Service Charge" means the fee charged to Receiver as allowed by applicable law for a transaction that is returned unpaid by the Receiver's bank or ACH Network.

- 1.15 **"Settlement"** means the movement of electronic information into the ACH Network under the ODFI sponsorship which results in the debiting or crediting of funds to designated bank accounts.
- 1.16 **"Submit"**, "Submitted" and "Submission" means the Merchant's action of utilizing HPS's ACH Services for the purpose of processing a transaction.
2. **Appointment as Agent.** Merchant hereby authorizes and appoints HPS as its agent to initiate ACH credit or debit entries to and from Merchant's Account. Payment by a Receiver to HPS is considered the same as payment made directly to Merchant. Merchant, upon receipt of funds by HPS, must immediately (1) provide the purchased goods and services, or (2) credit the Receiver for the full amount of the funds received by HPS, which credit is not revocable by Merchant, and evidence this credit in writing. For transactions involving goods or services, Merchant must provide the purchased goods and services as agreed to between Merchant and the Receiver regardless of whether HPS transmits the funds to Merchant. For avoidance of doubt, Merchant's provision of goods and services prior to its receipt of funds from HPS shall not waive any claims that Merchant may have against HPS and/or the Merchant's customer in connection therewith.
3. **Entries and Related Warranties.** Merchant shall transmit only those types of Entries designated in the Application. Entries that are part of a payment transaction that involves a financial agency's office that is not located within the territorial jurisdiction of the United States must be identified using the International ACH Transaction (IAT) Standard Entry Class Code. With respect to each Standard Entry Class Code indicated by Merchant, Merchant shall comply with all requirements and warranties set forth in the Nacha Rules with respect to such Standard Entry Class Code.
4. **Security Procedures.** Merchant is strictly responsible to establish and implement security procedures to safeguard against unauthorized transmissions. Merchant agrees that no individual shall be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by HPS. If Merchant discovers that any such information or instructions have been known or accessed by unauthorized persons, Merchant agrees to notify HPS within a reasonable time followed by written confirmation. The occurrence of an unauthorized access shall not affect any transfers made in good faith by HPS prior to receipt of such notice and within a reasonable time after such notice.
- (a) If HPS accepted the Entry in good faith with respect to such Entry, then with respect to a credit Entry, Merchant shall be obligated to pay HPS the amount of such Entry, and with respect to a debit Entry, Merchant shall maintain sufficient funds in the Merchant Account to fund the reversal of such Entry.
- (b) If an Entry (or request for cancellation or amendment of an Entry) received by HPS was transmitted or authorized by Merchant, Merchant shall pay HPS the amount of any such credit Entry and shall maintain funds in the Settlement Account to fund the reversal of any debit Entry, whether or not that Entry was erroneous in any respect.
5. **Recording and Use of Communications.** Merchant and HPS agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party for any reasonable use which is in compliance with this Agreement.
6. **Processing Deadlines.** Merchant acknowledges that HPS has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and that HPS will process Merchant's ACH transactions within the constraints placed upon HPS.
7. **Rejection of Entries.** HPS may reject any Entry which does not comply with the requirements of this Agreement.
8. **Cancellation or Amendment by Merchant.** Merchant shall have no right to cancel or amend any Entry after its receipt by HPS. HPS shall use reasonable efforts to act on a request by Merchant for cancellation of a file prior to transmitting such file to the ODFI, but HPS shall have no liability if such cancellation is not effected. Merchant shall reimburse HPS for any expenses, losses, or damages HPS may incur in effecting or attempting to affect Merchant's request.
9. **Merchant Account.** Merchant shall at all times maintain a Merchant Account in good standing at a bank that is a RDFI of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant agrees and represents that: (a) the Merchant Account will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Merchant Account and will keep such Merchant Account open at all times during which a provision of this Agreement is in effect; and, (c) the Merchant Account will not be associated with any merchant processing activity that is illegal or prohibited by the Nacha Rules or applicable law, including without limitation merchant processing activity associated with other accounts and/or

processors. Merchant agrees to immediately reimburse HPS for any shortfalls that occur due to non-sufficient funds in Merchant Account that are covered by HPS. Merchant also agrees to authorize HPS to suspend Settlement of all funds to Merchant Account, without prior notice to Merchant, if Merchant should breach or fail to comply with any terms of this Agreement, or if HPS or ODFI in its sole opinion deems itself at risk relative to any services performed under this Agreement.

10. **Returns.** For transactions provided for under this Agreement, unless otherwise provided herein, Returns for non-sufficient funds and uncollected funds will be electronically Re-initiated by HPS as applicable and allowed by current Nacha Rules and regulations. Merchant agrees to be liable for all EFT items that are returned, dishonored, reversed or that cannot be collected through Receiver's account and that are not subsequently covered by debit against Merchant Account. In the event that funds in Merchant Account are not sufficient to cover Returns, Merchant shall immediately upon request from HPS, deposit sufficient funds in Merchant Account to cover such Returns. HPS may deduct or offset Returns against amounts to be paid Merchant for current or future ACH transactions. With regards to any Returns, Merchant shall promptly notify HPS if:
- (a) a Receiver makes any payment to Merchant on said transaction;
  - (b) a Receiver returns Goods or Services in whole or in part which were paid by said transaction, or
  - (c) there is a dispute concerning the Goods or Services or amount of said transaction.
11. **Returned Item Service Charges; Unauthorized Entry Fee.** Returned Item Service Charges will be assessed as allowed by applicable law. An Unauthorized Entry Fee will be assessed as per Nacha Rules.
12. **Account Reconciliation.** Entries transmitted by HPS shall be reflected on Merchant's periodic statement issued by HPS with respect to the Merchant Account or the Reserve Account, as applicable, pursuant to the Application between HPS and Merchant with respect to such account. Merchant agrees to notify HPS promptly of any discrepancy between Merchant's records and the information shown on any periodic statement. If Merchant fails to notify HPS of any discrepancy within one hundred twenty (120) days of receipt of a periodic statement containing such information, then Merchant shall be precluded from asserting such discrepancy against HPS and HPS shall not be liable for any other losses resulting from Merchant's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement.
13. **Merchant Representations.**
- (a) With respect to each and every Entry initiated by Merchant, Merchant agrees and represents to HPS and agrees that Merchant shall initiate Entries only in compliance with the provisions of the Nacha Rules,
  - (b) Merchant agrees to assume the responsibilities of a Merchant under the Nacha Rules, including ensuring that all international payment transactions are properly labeled as IAT entries and include the appropriate data elements under the Nacha Rules, and Merchant makes the representations and assumes the liabilities as provided in the Nacha Rules,
  - (c) each person shown as the Receiver on an Entry received by HPS from Merchant has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry,
  - (d) such authorization is operative at the time of transmittal or at the time of debiting or crediting by HPS as provided herein,
  - (e) Entries transmitted to HPS by Merchant are limited to those types of Entries agreed to by HPS and Merchant,
  - (f) Merchant shall perform its obligations under this Agreement in accordance with all applicable federal and state laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC"), and
  - (g) Merchant shall be bound by and comply with the Nacha Rules as in effect from time to time, including, without limitation, the provision making payment of a credit Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry.
  - (h) Merchant accepts responsibility for compliance with the Nacha Rules and will reimburse HPS for any fees or penalties for which it is responsible.
  - (i) Merchant specifically acknowledges that it has received notice of the Nacha Rules regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Merchant shall not be deemed to have paid the Receiver the amount of the Entry.
14. **Responsibilities.**  
In the performance of the services required by this Agreement, HPS shall be entitled to rely solely on the information, representations, and warranties provided by Merchant pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. HPS shall be responsible only for performing the services expressly provided for in this Agreement, and, subject to the disclaimers and limits on HPS's liability set forth herein. HPS shall not be

responsible for Merchant's acts or omissions, including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Merchant or for the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed HPS's agent.

**LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE OTHER PARTY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT THE OTHER PARTY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM LOSS OF BUSINESS, PROFITS, OR SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE OTHER PARTY'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. IN ADDITION TO THE FOREGOING, HPS'S LIABILITY UNDER THIS AGREEMENT FOR PROVEN AND DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR TO BE PAID BY MERCHANT TO HPS UNDER THIS AGREEMENT FOR A SIX MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

15. **Interruption of Services.** Merchant acknowledges and agrees that HPS's provision of ACH services hereunder may be interrupted from time to time and that HPS shall have no liability whatsoever as a result of such an interruption or delay. Without limiting the generality of the foregoing provisions, HPS shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, loss of power, equipment or software error or malfunction, war, terrorist actions, acts of God, earthquakes, flood, embargo, riot, sabotage, labor shortage or dispute, emergency conditions or circumstances beyond HPS's control. From time to time HPS may need to temporarily suspend processing of a transaction (particularly an international ACH transaction) for greater scrutiny or verification, including, but not limited to, suspending processing to review for OFAC compliance in accordance with applicable OFAC guidance, and HPS shall be excused if this action causes delay in the settlement and/or availability of the transaction while review is in process. In addition, HPS shall be excused, while review is in process, from failing to transmit or delay in transmitting an Entry if such transmittal would result, in HPS's reasonable judgment, in violation of any rule or regulation of any U.S. governmental regulatory authority or Nacha Rule.
16. **Risk Mitigation.** In order to reduce the risk of loss to which HPS is subject under this Agreement, HPS may in its sole discretion establish such risk mitigation procedures as HPS deems necessary, including without limitation, requiring prefunding of credit Entries, delayed availability of funds to Merchant to cover returned debit Entries, and submission of unbalanced files (submission of a credit file for which HPS shall then create the offsetting debit file.)
17. **Inconsistent Name and Account Number.** Merchant acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, posting of the Entry transmitted by HPS to the RDFI may be made by the RDFI on the basis of the account number supplied by Merchant, even if such account number identifies a person different from the named Receiver, and that Merchant's obligation to settle the amount of the Entry to HPS is not excused in such circumstances.
18. **Payment for Services.** Merchant shall pay HPS the charges for the services provided in connection with this Agreement, as set forth in the Application. HPS may debit the Merchant Account, or if necessary, the Merchant Reserve Account, for the amount of any such charges. All fees and services are subject to change upon sixty (60) days prior written notice from HPS to Merchant. In the event HPS changes the fees and services pursuant to this section, Merchant shall have the right to terminate this Agreement upon thirty days' notice anytime thereafter without penalty. The charges set forth in the Application do not include, and Merchant shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Account Agreements.
19. **Right to Audit.** Upon ten (10) business days' notice, Merchant shall permit HPS, and any regulatory authority having jurisdiction over HPS, to review Merchant's operations as they relate to compliance with this Agreement and the Nacha Rules, and to examine and copy any books, records, and source documents related thereto.
20. **Confidential Information.**
  - (a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure of certain confidential information about the other party, including but not limited to data and other information identifying or otherwise concerning HPS's consumers or customers, marketing representatives, marketing plan, methods, objectives and test results, and proprietary computer source code (hereinafter "Confidential Information"). HPS and Merchant each agree that it will use the Confidential Information of the other solely in the performance of its obligations pursuant to this Agreement. A party receiving Confidential Information may disclose such Confidential Information pursuant to a judicial or other

governmental order, provided that such receiving party shall first provide the disclosing party with prompt notice prior to any such disclosure so that the disclosing party may seek other legal remedies to maintain the confidentiality of such Confidential Information, and the receiving party shall comply with any applicable protective order or its equivalent. The Confidential Information shall constitute "trade secrets" defined by applicable law. The parties also acknowledge that the restrictions on the disclosure of the Confidential Information set forth in this Agreement constitute efforts reasonable under the circumstances to maintain the secrecy thereof.

- (b) Upon request or upon the termination of this Agreement, each party shall return to the other party all Confidential Information in its possession in hard copy or electronic form.
  - (c) HPS and Merchant acknowledge that to the extent Confidential Information is disclosed to any affiliate or third party the disclosing party shall have a written contract protecting the confidentiality of same and shall ensure that such affiliates and third parties use and disclose Confidential Information only as needed for purposes of this Agreement.
  - (d) During the term of this Agreement and any renewal, Merchant shall retain information and data as is necessary to demonstrate compliance with this Agreement and applicable law.
21. **Amendments.** From time to time HPS may amend any of the terms and conditions contained in this Agreement. Notice of such amendments shall be made in writing to Merchant and shall become effective thirty (30) days after written notice is given. Merchant may, at its sole discretion, terminate this Agreement, without fee or penalty, if it does not wish to accept the amendments to this Agreement.
22. **Notices.**
- (a) Except as otherwise expressly provided herein, HPS shall not be required to act upon any notice or instruction received from Merchant or any other person, or to provide any notice or advice to Merchant or any other person with respect to any matter.
  - (b) HPS shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in the APPLICATION. Such notice shall be effective on the second business day following the day of receipt by HPS.
  - (c) Notice of Receipt of Entry. Under the Nacha Rules, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.
  - (d) All notices and other communications required or permitted to be sent to Merchant under this Agreement may be made: (1) by written communication sent to Merchant at the address stated on the Merchant Application or as updated by Merchant thereafter; (2) by electronic communication sent to Merchant at the electronic mail address stated on the Merchant Application or as updated by Merchant thereafter; or (3) via an electronic posting or notification accessible to Merchant on the Heartland website located at: <https://infocentral.heartlandpaymentsystems.com>. All notices and other communication required or permitted to be sent to HPS under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to HPS at the following address, or at such other address as HPS may have provided by written notice to Merchant: Heartland Payment Systems, LLC, Attn: Customer Care, One Heartland Way, Jeffersonville, IN. 47130. Phone: (888) 963-3600.
23. **Tapes and Records.** All diskettes, Entries, security procedures and related records used by HPS for transactions contemplated by this Agreement shall be and remain HPS's property. HPS may, at its sole discretion, make available such information upon Merchant's request. Any expenses incurred by HPS in making such information available to Merchant shall be paid by Merchant.
24. **Evidence of Authorization/Provision of Information.** Merchant shall obtain, or shall ensure that all applicable consents and authorizations required under the Nacha Rules are obtained and shall retain, or shall ensure that all applicable consents and authorizations are retained for two (2) years after they terminate. Within five (5) banking days of a request by HPS, Merchant shall provide HPS with any information requested pursuant to this Agreement or required to comply with the Nacha Rules.
25. **Term and Termination.** This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of ~~sixty (60)~~ <sup>thirty (30)</sup> months therefrom. Thereafter, ~~this Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving ninety (90) days written notice prior to the end of any term.~~ HPS may terminate this Agreement immediately as required by the ODFI or as may otherwise be required by the Nacha Rules.

No Auto Renewal

26. **Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between HPS and Merchant with respect to the subject matter hereof and supersedes any prior agreement between HPS and Merchant with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which HPS is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and HPS shall incur no liability to Merchant as a result of such violation or amendment. No course of dealing between HPS and Merchant shall constitute a modification of this Agreement, the Nacha Rules, or the security procedures or constitute an agreement between HPS and Merchant regardless of whatever practices and procedures HPS and Merchant may use.
27. **Non-Assignment.** Neither party may assign this Agreement or any of the rights or duties hereunder to any person without the other parties' prior written consent except that upon notice to the other party, either party may assign this Agreement to a parent, subsidiary, or affiliate without the other's consent.
28. **Waiver.** Either party may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the waiving party's rights with respect to any other transaction or modify the terms of this Agreement.
29. **No Third Party Beneficiary.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against HPS or Merchant hereunder.
30. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
31. **Severability.** If any provision of this Agreement is held void or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and the void or unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law.
32. **Relationship of the Parties.** Except as otherwise expressly set forth in this Agreement, HPS and Merchant are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Except as provided in this Agreement, HPS and Merchant each shall bear its own costs and expenses in connection with the performance of its obligations under this Agreement. Neither HPS nor Merchant will have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent.
33. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of residence of Merchant without regard to its choice of law provisions. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and further waive any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.

# Heartland

## Merchant Processing Agreement Card Acceptance Policies | Procedures | Terms & Conditions

### Welcome to Heartland Payment Systems®

Thank you for selecting Heartland Payment Systems® as your payments processor and welcome to the Heartland family!

We look forward to bringing you worry-free payments processing, processing your payments quickly, efficiently and accurately and providing full and honest disclosure with easy-to-read statements so you can focus on what really matters most: improving and growing your business.

Heartland Payment Systems believes in fairness and transparency in credit and debit card processing. That's why we developed and adhere to The Merchant Bill of Rights®, a public advocacy initiative that educates business owners about the complexities of card processing and managing the associated costs.

The Merchant Bill of Rights calls for:

1. The right to know the fee for every transaction and who's charging it.
2. The right to know the markup on Visa®, MasterCard®, American Express® and Discover Network® fee increases.
3. The right to know all Visa, MasterCard, American Express and Discover fee reductions.
4. The right to know all transaction middlemen.
5. The right to know all surcharges and bill-backs.
6. The right to a dedicated local service representative.
7. The right to encrypted card numbers and secure transactions.
8. The right to real-time fraud and transaction monitoring.
9. The right to reasonable equipment costs.
10. The right to live customer support 24/7/365.

To learn more, visit [MerchantBillOfRights.com](http://MerchantBillOfRights.com)

By using equipment or services by Heartland Payment Systems, you (the merchant) acknowledge you have reviewed and understand the policies, procedures, terms and conditions outlined in this document, and further agree the information you supplied to obtain such services is, and remains, accurate.



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## Merchant Processing Agreement

### PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

The following are the Terms & Conditions of the Merchant Processing Agreement ("Agreement"):

#### 1. Services

- 1.1 Merchant agrees that, during the Term of this Agreement, Heartland Payment Systems, LLC ("HPS" or "Heartland") shall be the exclusive provider of the types of services received hereunder, including for all electronic payments processing, for Merchant and each of its Locations, and it will not use the services of any bank, corporation, entity or any other person other than HPS for the processing of bankcard Transactions, unless otherwise approved by HPS.
- 1.2 Merchant acknowledges and agrees that HPS may provide payment processing services hereunder through the Card Schemes and contracts or subcontracts with third parties engaged in the business of processing and Authorization, and specifically authorizes such third parties, including the Card Schemes, to exercise all of the rights of HPS hereunder, including but not limited to, the rights under Section 4.18 to debit Merchant's Account for all fees, costs, charges, and other liabilities. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.
- 1.3 Merchant agrees that it:
  - (a) shall comply with the Rules and this Agreement;
  - (b) shall cause, to the extent applicable, each of its Locations and Third Party Agents to comply with the Rules and this Agreement; and
  - (c) is responsible for any non-compliance by its Locations and/or Third Party Agents.

#### 2. Definitions

- 2.1 "ACH" means the Automated Clearing House service offered by the Federal Reserve.
- 2.2 "Agreement" means this Merchant Processing Agreement and the Merchant Application as may be amended from time to time and any product-specific addenda executed by the parties for additional services. It includes the application submitted and executed by the Merchant and HPS.
- 2.3 "Authorization" means the act of attempting to obtain an approval from the Card Issuer for an individual Transaction or an EBT Transaction.
- 2.4 "Card" means:
  - (a) a valid credit, debit, charge or payment card in the form issued under license from a Card Scheme; or (b) any other valid credit, debit, charge or payment card accepted by Merchant under this Agreement with HPS.
- 2.5 "Cardholder" means the person or Card member whose name is embossed upon the face of the Card. 2.6 "Card Issuer" means the financial institution or company that has provided a Card to the Cardholder.
- 2.7 "Card-Not-Present Transaction" means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes without limitation mail order, telephone order and Internet Transactions.
- 2.8 "Card Schemes" used interchangeably with Card Brands means VISA U.S.A., Inc., VISA International, Inc.,

MasterCard International, Inc., Discover Financial Services, American Express Travel Related Services Company, Inc., PayPal® or any other payment network, as well as any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS and, with respect to on-line debit Card Transactions the on-line Debit Networks.

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- 2.9 “Card Swipe”** means the electronic capture of a Card’s magnetic stripe data or microprocessor chip by point of sale equipment or other electronic payment device at the time of Transaction, and the inclusion of that data with the electronic submission of the Transaction.
- 2.10 “Chargeback”** means the procedure by which a Transaction (or disputed portion thereof) is disputed by a Cardholder or Card Issuer or returned to HPS by a Card Issuer, for any reason.
- 2.11 “Credit Voucher”** means a document or Transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.
- 2.12 “Debit Networks”** means the Authorization networks utilized by Merchant for PIN debit Transactions.
- 2.13 “Discount”** means the fee paid by Merchant to HPS expressed as a percentage of the Transaction amounts processed by HPS.
- 2.14 “EBT”** has the meaning assigned to it in Section 5.14.
- 2.15 “EBT Transaction”** means any retail sale of Products, from a Merchant for which the customer makes payment using an EBT Card presented to HPS for payment.
- 2.16 “EMV Card”** refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a microprocessor chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by: (1) inserting it into a card reader that is integrated with a point of sale system; or (2) by tapping it against a point of sale device’s contactless reader. Visit <http://www.emv-connection.com/> for more information on EMV.
- 2.17 “EMV Transaction”** means the electronic acceptance of an EMV Card’s microprocessor chip data by point of sale equipment or other electronic payment device at the time of the Transaction, and the inclusion of that data with the electronic submission of the Transaction.
- 2.18 “HPS”** means collectively Heartland Payment Systems, LLC, a registered Independent Sales Organization (ISO) of Member Sponsor Banks, and a subsidiary of Global Payments Inc.
- 2.19 “Imprint”** means:  
 (a) a physical impression of a Card on a Sales Draft manually obtained through the use of an imprinter; or (b) the electronic equivalent obtained by swiping, inserting or tapping a Card using equipment and electronically printing a Sales Draft.
- 2.20 “Internet Merchant”** means a Merchant that accepts Transactions electronically via the World Wide Web (www).
- 2.21 “Locations”** means an entity that receives Authorization and settlement from or through Merchant pursuant to a contractual arrangement with Merchant; including Merchant-owned Locations and Locations owned by third parties for whom Merchant assumes complete responsibility, including but not limited to licensees, franchisees, jobbers, and dealers.
- 2.22 “Merchant”** generally means the party identified as the recipient of this Agreement and its principals and owners and, as applicable each separate Location of Merchant.
- 2.23 “MCC”** also known as “Merchant Category Code” is a 4 digit number used to describe the Merchant’s primary business.
- 2.24 “Member Sponsor Bank”** is a bank that has obtained a membership with the Card Brands to allow a processor to access the Card Schemes.
- 2.25 “Merchant Servicer”** means a Third Party Agent that:

- (a) is engaged by a Merchant;
- (b) is not a Member of the Card Schemes;
- (c) is not directly connected to VISANet;
- (d) is party to the Authorization and/or clearing message; and
- (e) has access to Cardholder data, or processes, stores, or transmits Transaction data.

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- 2.26 "Non-Qualified" or "Non-Qualifying"** means a Transaction that did not meet the Card Schemes' Authorization and/or settlement requirements and is not eligible for the best rate possible. Some of these Transactions may be prevented while other Non-Qualified Card Type Transactions are assessed higher rates than preferred rates by the Card Schemes and may not be prevented.
- 2.27 "Outbound Telemarketing Transaction"** means a Transaction in which a sale of Products results from a Merchant initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.
- 2.28 "Pass Through"** means charging the Merchant the precise amount of monies designated as interchange, costs, dues, assessments and fees as per the Card Schemes. Pass Through means no mark-ups are taken by the payment processor or any other party when interchange, dues, fees, costs and assessments are collected from the Merchant.
- 2.29 "Payment Facilitator (PF)"** is a Merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 1,000,000 in MasterCard and Maestro volume combined.
- 2.30 "Payment Service Provider (PSP)"** is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.
- 2.31 "PCI DSS"** means the Payment Card Industry Data Security Standard, the technical and operational requirements of each of the data security compliance programs of the Payment Card Industry Security Standards Council ("PCI SSC") to protect Cardholder data.
- 2.32 "Products"** means all goods and services that are sold or provided by Merchant. **2.33**
- "Recipient"** means a recipient of benefit of an EBT Program (as defined in Section 5.14.1).
- 2.34 "Reserve Account"** means a non-interest bearing account established by HPS based upon Merchant's processing history and anticipated risk of loss to HPS.
- 2.35 "Rules"** means the operating rules and regulations, requirements, and terms and conditions of the Card Schemes or Debit Networks presently in effect and as they may be amended from time to time.
- 2.36 "Sales Draft"** means the paper form, whether electronically or manually imprinted (solely to the extent expressly permitted by the Rules), evidencing a Transaction.
- 2.37 "Service Providers (SP)"** means non-members that are registered by MasterCard International Incorporated as Service Providers to provide processing services to a member, including any member that is registered by MasterCard International Incorporated as a SP to provide Third Party Processor (TPP) Program Services to another member.
- 2.38 "Sub-merchant"** is a customer conducting business through a third party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).
- 2.39 "Third Party Agent (TPA)"** means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value added resellers (VARs) and payment gateway providers.
- 2.40 "Transaction"** means any retail sale of Products, or credit therefor, from a Merchant for which the customer attempts to make payment using any Card presented to HPS for payment.
- 2.41 "Transaction Data"** means any information or data collected, recorded, generated or otherwise created or obtained by HPS in relation to the provision of Card services to Merchant hereunder, including without

limitation, Cardholder data.

**2.42 "Virtual Terminal"** means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.

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**2.43 "Voice Authorization"** means an Authorization obtained by a direct-dialed telephone call.

### 3. Data Security Requirements

**3.1** The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate the PCI DSS as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED").

PCI DSS applies to HPS and any Merchant and Merchant Servicer that stores, processes or transmits Cardholder information. HPS acknowledges that it has an obligation to comply with PCI DSS for Cardholder information it possesses.

For the avoidance of doubt, as between Merchant, HPS and the Member Sponsor Bank, Merchant shall be solely responsible for any unauthorized access to Cardholder information or Transaction Data while such Cardholder Information or Transaction Data resides on Merchant's or its Third Party Agent's systems or networks. Any such unauthorized access shall be considered an Event of Default.

All eligible Merchants, regardless of size, must comply with these standards. The following are standards that, at a minimum, Merchant must comply with:

- (a) Install and maintain a firewall configuration to protect Cardholder data.
- (b) Do not use vendor-supplied defaults for system passwords and other security parameters.
- (c) Protect stored Cardholder data.
- (d) Encrypt transmission of Cardholder data across open, public networks.
- (e) Use and regularly update anti-virus software or programs.
- (f) Develop and maintain secure systems and applications.
- (g) Restrict access to Cardholder data by business need-to-know.
- (h) Assign a unique ID to each person with computer access.
- (i) Restrict physical access to Cardholder data.
- (j) Track and monitor all access to network resources and Cardholder data.
- (k) Regularly test security systems and processes.
- (l) Maintain a policy that addresses information security for all personnel.

More information, including the complete PCI DSS specifications can be found at:  
<https://www.pcisecuritystandards.org>

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

[www.visa.com/ciso](http://www.visa.com/ciso)

[www.mastercard.com/sdp](http://www.mastercard.com/sdp)

[www.discovernetwork.com/fraudsecurity/disc.html](http://www.discovernetwork.com/fraudsecurity/disc.html)

[www.americanexpress.com/datasecurity](http://www.americanexpress.com/datasecurity) - For American Express Direct merchants only

In cases where payment application software is used as a part of Authorization or settlement of Cardholder data, Merchant must use a PA-DSS compliant payment application or have current proof of PCI DSS compliance validation. The List of Validated Payment Applications may be found at:

[https://zh.pcisecuritystandards.org/assessors\\_and\\_solutions/payment\\_applications?agree=true](https://zh.pcisecuritystandards.org/assessors_and_solutions/payment_applications?agree=true)

In cases where PIN-based debit Transactions are processed, Merchant must use a compliant PIN Entry Device ("PED"). The List of PCI SSC Approved PIN Transaction Security Devices may be found at:

[https://listings.pcisecuritystandards.org/assessors\\_and\\_solutions/pin\\_transaction\\_devices?agree=true](https://listings.pcisecuritystandards.org/assessors_and_solutions/pin_transaction_devices?agree=true)

Transactions must comply with the Triple Data Encryption Standard (TDES) and any successor technologies

or standards connected therewith.

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In addition, Merchant must immediately notify HPS of its use of any agent or Merchant Servicer that will have any access to Cardholder data and provide the full name and business address of such agent or Merchant Servicer and any changes thereto.

- 3.2 A Card Scheme may require Merchant, by notice to either HPS, Member Sponsor Bank or Merchant, to conduct an independent forensics review due to its data security procedures and/or Transaction activities. Upon notice of such request from either a Card Scheme or HPS, Merchant, at its sole cost and expense, shall retain the requisite forensics services and provide, through the requisite forensic review process, information as may be required by the Card Scheme. If Merchant fails to retain the requisite forensics services, HPS may retain such forensics services on Merchant's behalf, and Merchant shall remain responsible for payment and/or reimbursement to HPS of all cost and expense associated with such forensics services. In addition, Merchant shall be solely responsible for the cost and expense associated with any changes to its systems or other remediation required by the Card Scheme as a result of the forensic review process.
- 3.3 Merchant agrees that it will not introduce into HPS's or Member Sponsor Bank's system any virus, "time bomb," or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS's or Member Sponsor Bank's system or property.
- 3.4 Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for Sales Drafts maintained in accordance with this Agreement, applicable law, or Rules). Merchant must also ensure proper destruction of Cardholder, Transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any terminal.

#### 4. Rights, Duties, and Responsibilities of Merchants

- 4.1 Merchant shall make a selection on Card acceptance as follows: All Cards Accepted, Credit/Business Cards Only and Consumer Prepaid/Debit (Check Cards) Only. At the time of signing of this Agreement, Merchant will select one of the options, which will be indicated on this Agreement. Merchant shall honor the Card types selected provided that the Card is valid and is presented to Merchant at the time of the sale by the Cardholder or an authorized user of the Card. A Card is valid only if it is presented on or after the valid date, if any, and before the expiration date shown on its face and the Card is used as payment for Products that are sold or rendered by Merchant under the terms of this Agreement. Merchant represents and warrants to HPS that no one other than Merchant has any claim against indebtedness submitted under this Agreement except as authorized in writing by HPS and Member Sponsor Bank. Merchant hereby assigns to HPS and Member Sponsor Bank all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that HPS and Member Sponsor Bank have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).
- 4.2 In accordance with applicable law and the Rules:
- (a) Merchant may establish a minimum sale amount as a condition for honoring credit Card Transactions, so long as such minimum amount does not exceed \$10.00. This amount shall be subject to automatic increase as provided by applicable law. In accordance with applicable law and the Rules, a maximum sale amount for Card Transactions may only be set by Merchants that are federal agencies or institutions of higher learning;
  - (b) Except as specifically set forth in this Section 4.2, Merchant shall not establish a minimum or maximum sale amount as a condition for honoring PIN Debit, Signature Debit (non-PIN Debit) and/or prepaid Cards.

Merchant shall not request or require that a Cardholder provide any personal information as a condition for honoring PIN Debit, Signature Debit (non-PIN Debit) and/or prepaid Cards Transactions unless such information is required to provide delivery of goods and services or Merchant has reason to believe the identity

of the person presenting the Card may be different from that of the Cardholder.

- 4.3 Merchant shall complete a Sales Draft or Credit Voucher, in a form approved by HPS and in compliance with the Rules, which shall be legible and adhere to or contain the following:

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- (a) the Merchant and Cardholder's electronically printed copy shall not contain the expiration date and should only display in legible print the last four digits of the Card number. Any other portion of the Card number must be represented by fill characters such as "x", "\*", or "#";
- (b) the information embossed on the Card being presented;
- (c) the date of the Transaction;
- (d) a brief description of the Products involved in detail sufficient to identify the Transaction; (e) the total amount of the sale or credit (including any applicable taxes) or the words "deposit" or "balance" if full payment is to be made at different times on different Sales Drafts;
- (f) the city and state where such Transaction occurred; and
- (g) if required by the applicable Card Scheme, the signature of the Cardholder of the Card.

In cases where prompted by the equipment to do so, Merchant shall key enter the last four digits of the Card to verify the contents of the magnetic stripe and shall deliver a completed copy of the Sales Draft to the Cardholder.

This provision shall not apply to those Transactions specifically excluded from these requirements by the Rules.

- 4.4 For all mail or telephone orders, Merchant shall type or legibly print on the signature line of the Sales Draft the letters or words indicated: "Mail Order," "MO," or "Telephone Order," "TO."

- 4.5 In the event a Transaction cannot be completed via a Card Swipe or EMV Transaction, then an alternate form of payment should be requested. Merchant shall not manually key enter unembossed cards (unless Merchant participates in the CVV2 with the Magnetic Stripe Failure process) or manually write the account number on a paper draft. Only a Card Swipe or EMV Transaction is acceptable by the Card Scheme as proof that the Card was present at the time of the Transaction.

- 4.6 Merchant's policy for the exchange or return of goods sold and adjustment for services rendered shall be established and posted in accordance with applicable regulations of the applicable Card Scheme and laws. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned:

- (a) no refund, or less than full refund, will be given;
- (b) returned merchandise will only be exchanged for similar merchandise of comparable value;
- (c) only a credit toward purchases will be given;
- (d) a restocking fee will be charged; or
- (e) special conditions or circumstances apply to the sale (e.g. late delivery, delivery charges or other non-credit terms).

If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a Card.

The foregoing disclosures must be made on all copies of Sales Drafts across all Card Schemes issued at the time of the sale in letters approximately ¼ inch high in close proximity to the space provided for the Cardholder's signature. In circumstances where credits or adjustments are due, Merchant shall prepare and deliver to the Cardholder a properly completed Credit Voucher. Merchant will input Credit Vouchers into the equipment on the day of the credit Transaction for inclusion in Merchant's daily transmission of Transactions.

- 4.7 Merchant shall not transmit for processing and payment any Transaction(s) representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations:

- (a) previously owed to Merchant;
- (b) arising from the dishonor of a Cardholder's personal check; or
- (c) representing the collection of any other pre-existing debt.

- 4.8 Merchant shall not, under any circumstances, (a) disclose, sell, purchase, provide or exchange, or (b) use for any purpose other than completing a Transaction, any Cardholder's account number or any credit information

relating to any Cardholder's account or any Sales Drafts or Credit Vouchers that may have been obtained or imprinted with any Card to any person other than HPS, except as expressly authorized in writing by the Cardholder, HPS, or as required by law.

- 4.9** On the date of the Transaction and prior to honoring any Card, Merchant agrees to obtain an Authorization on all Transactions for the total amount of the Transaction by physically sliding, dipping, or inserting the Card through the Card reader of the equipment (or tapping the near-field communication ("NFC") enabled Card in

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the case of an NFC-enabled Transaction) thereby causing the equipment to electronically read a magnetically encoded stripe or EMV chip on the reverse side of each Card, except for Card-Not-Present Transactions, which are governed by Section 4.15 hereof.

Any Transaction that cannot be authorized electronically through the equipment or manually key entered is subject to a Voice Authorization call. Merchant shall obtain an Authorization prior to completing a Card-Not Present Transaction.

Any Transaction that is not properly authorized is made with full recourse and may be charged back to Merchant; furthermore, any Card-Not-Present Transaction will be subject to additional charges for a Mid Qualifying or Non-Qualifying Transaction. An Authorization does not constitute a guarantee of payment, only an indication of available credit, and may be subject to dispute or Chargeback.

Except at such times as the equipment may be inoperable, Merchant shall not engage in soliciting or accepting Card-Not-Present Transactions without the prior written permission of HPS, and then only for such Products and in such amounts as stated in such written permission. Merchant shall not utilize the service of any third party (e.g. telemarketer) to solicit or accept orders or engage in Outbound Telemarketing Transactions.

- 4.10** MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE: (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER; OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

- 4.11** When possible to do so, Merchant shall utilize the equipment as the exclusive method for obtaining Authorization codes. Voice Authorization service is for use during equipment downtime periods only. Use of Voice Authorization systems will result in additional charges for such use being assessed to Merchant based on HPS then-current rates. Merchant will record for every Transaction applicable Authorization and reference numbers on each Sales Draft to facilitate the timely and accurate retrieval of information as requested by HPS.

- 4.12** Merchant shall use its best efforts, by reasonable and peaceful means, to recover the Card when: (a) Merchant is advised to recover the Card in response to an Authorization request; or (b) Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen. Merchant shall take no action to recover a Card that may result in a breach of the peace.

- 4.13** Merchant may utilize the equipment's keypad to input Card number(s) in the following instances: (a) Card-Not-Present Transactions; or (b) the magnetic stripe on a Card is damaged and therefore unreadable by the equipment; or (c) the equipment's Card reader is inoperative, in which case Merchant shall immediately advise HPS.

- 4.14** If a Merchant is approved as an Internet, Mail Order or Telephone Order Merchant, the following sections of this Agreement shall not apply: 4.3 (b) and (g), 4.5, 4.9, 4.12, and 4.13 and such sections shall be replaced by the following:
- (a) Merchant shall obtain an Authorization for all Transactions. Any Transaction that cannot be authorized electronically is subject to a Voice Authorization call. Any Transaction that is not properly authorized is made with full recourse and may be charged back to the Merchant. An Authorization does not constitute a guarantee of payment, but may be subject to dispute or Chargeback;
  - (b) Merchant shall print legibly the following information on the Sales Draft; Merchant's name and address;
    - (i) the Card Issuer's name;
    - (ii) the truncated account number of the Card;
    - (iii) the expiration date of the Card and any effective date on the Card; and
    - (iv) the Cardholder's name. Merchant shall be deemed to warrant to HPS the Cardholder's identity as an

- authorized user of the Card;
- (c) Merchant is required to use a real-time Internet payment gateway authorized in advance by HPS to obtain Authorization codes and process Transactions;
- (d) Internet Transactions are Card-Not-Present Transactions and must be performed on the Internet by the customer; or
- (e) In the case of a Virtual Terminal, the Internet Merchant Store Front (the customer interface) must be Web Hosted so that the credit Transactions are received over a secure socket layer (SSL) by the Merchant;

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- (f) In any Card-Not-Present Transaction, as a material part of the consideration for HPS to enter into this Agreement, Merchant accepts such Transactions solely at its own risk, and further assumes all risks of loss attendant to non-imprint Card-Not-Present Transactions.
- (g) **Internet Merchant Website Requirements.** Internet Merchant shall use the eCommerce Gateway solely for Merchant's internal business purposes and shall not allow any third party use of or access to the eCommerce Gateway. An Internet Merchant agrees to adhere to those Rules governing electronic commerce as well as HPS requirements as set forth herein; which include, but are not limited to ensuring the following information is included or properly referenced on the Internet Merchant website:
  - (i) contact information including: customer service telephone number, email and URL addresses, legal name and permanent corporate address including the country of domicile which should be located on the check-out screen, along with the final purchase amount or those pages accessed by a Cardholder during the checkout process;
  - (ii) a complete description of the Products offered for sale and related prices, form of currency, as well as how to complete a purchase and the point at which the purchase is complete;
  - (iii) include a method by which the Cardholder can affirmatively consent to the Transaction (i.e., an "order now" or "purchase now" option);
  - (iv) provide clear disclosure of all material terms of the Transaction: (i.e., all sales are final, applicable restocking fees, returns, etc.);
  - (v) shipping and delivery policies will be clearly and accurately stated;
    - 1) if providing age restricted products/services, Merchant shall clearly state the age restrictions on the website and implement an age verification process;
  - (vi) refund and returned merchandise policies and terms of use;
  - (vii) Merchant's privacy policy clearly and accurately in accordance with all applicable laws and the Rules, including, but not limited to, the content, location and accessibility of its privacy policy;
  - (viii) security policy indicating that:
    - 1) the transmission of payment and will adhere to the PCI DSS for storing and transmitting Cardholder data;
    - 2) Merchant remains fully responsible and liable for the security of Transaction and personal data submitted to and/or processed through your website or as may otherwise be in Merchant's or its agents or vendors' control, including implementing fraud prevention measures as required by law or industry regulation;
    - 3) Merchant will use Cardholder Data for the sole purpose of supporting payment for and delivery of Merchant's goods and services and consistent with Merchant's privacy policy;
    - 4) Merchant will maintain the security of any and all passwords, ID number or other access control methods to use the e-Commerce Payment Gateway; and
  - (ix) any other legal policies, including export control and terms of use.

**4.15** The following additional terms apply to Card-Not-Present Transactions:

- (a) Merchant shall use, and retain for not less than one year, proof of a traceable delivery system utilized for the delivery of Products to customers.
- (b) Merchant shall use an address verification service to verify each Transaction.
- (c) Merchant must utilize if available through its gateway a Payer Authentication Program. This program identifies the Cardholder by authenticating their personal PIN entry. Specific programs could include Verified by VISA and MasterCard Secure Code.
- (d) Except where Merchant has specified future delivery on the Application, a customer's Card shall not be debited until the Product purchased has been shipped.
- (e) Upon request by HPS, Merchant shall provide copies of all advertisements, catalogues, brochures or other materials used to solicit mail or telephone orders and any forms used in recording or transmitting orders.

**4.16** In all cases, unless stipulated otherwise in the Merchant Processing Agreement, the shipment of goods to a Cardholder will be no later than the business day following the date on which that Transaction was transmitted to HPS for processing.



**4.17** Merchant agrees to electronically deposit Sales Drafts and Credit Vouchers no later than the day of the Transaction. The time of receipt by HPS will affect the timing of payment to Merchant. If Merchant fails to submit Transactions on a timely basis as provided herein, Merchant will be charged and agrees to pay the additional fees assessed to HPS by the Card Schemes.

**4.18** Merchant shall at all times maintain a direct deposit Account (the "Account" or "DDA") in good standing at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant represents and warrants to HPS that: (a) the Account will always be

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in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account and will keep such Account open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account will not be associated with any merchant processing activity that is illegal or prohibited by the Rules or applicable law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant agrees that all credits for collected funds and debits for fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorney's fees and early termination charges) may be made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) handling fee to change the DDA information and a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit, without prior notice, any DDA containing funds for the purpose of satisfying any liability incurred by or on behalf of Merchant.

**4.19** Merchant agrees to retain original Card Scheme Sales Drafts and Credit Vouchers as specified by the Rules and Merchant assumes liability for all fines, fees, failures, charges and penalties charge to Merchant or HPS for a failure to comply therewith.

Such documents shall be stored in a secure manner permitting retrieval and submission of legible copies on the same day that Merchant receives a request from HPS. Since a Card Issuer may over a period of time request duplicate copies of the same Sales Draft, Merchant must retain at least one legible copy of each Card Transaction.

Failure to provide HPS with requested documentation within five (5) business days after receipt of such request may result in the Transaction being charged back to the Merchant and HPS shall have the right to debit the Account for the full amount of the Transaction. Merchant agrees that it shall destroy material containing Cardholder account information in a manner that renders the data unreadable.

**4.20** Merchant shall not submit any Transaction for processing for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.

**4.21** As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the financial institution providing settlement services to Merchant. Merchant will execute all necessary documents enabling HPS to effect such change.

**4.22** Merchant shall provide HPS with immediate notice of its intent to:

- (a) transfer, sell or liquidate any substantial part of its assets;
- (b) change the basic nature of its business, including selling any Products not related to its current business;
- (c) change ownership or transfer control of its business; or
- (d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes more than a ten percent (10%) interest in Merchant's business.

Merchant also shall provide HPS with prompt written notice of any material changes regarding any information provided in the Merchant Application, including Merchant's address, ticket size or monthly volume.

Merchant and principal owner(s) identified on an approved Merchant Application and any new owner of Merchant or successor Merchant shall be jointly and severally liable to HPS and remain liable for any and all losses, costs and expenses suffered or incurred by HPS in accordance herewith, unless the original Merchant or successor thereof is released in writing by HPS.

- 4.23** Merchant agrees to pay HPS the face amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card Transaction is reversed in accordance with the Rules, any state or federal statute, regulation, court or administrative order or terms of this Agreement, or in the event of a Chargeback.
- 4.24** Merchant agrees to pay Member Sponsor Bank and/or HPS any fees, fines, penalties or assessments imposed directly or indirectly on Member Sponsor Bank and/or HPS by a Card Scheme resulting from all acts or omissions of Merchant, including without limitation, any fines, fees, penalties or assessments (such as Card replacement cost) imposed by Card Schemes in relation to Merchant's or a Third Party Agent's non-compliance with PCI DSS and/or Rules.

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- 4.25** HPS agrees to use commercially reasonable efforts to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Merchant Application; however, HPS may at any time without prior notice debit Merchant's DDA or any other Merchant Account for Chargebacks without prior notice in accordance with this Agreement.

If Merchant notifies HPS after such time, HPS may, in its discretion, assist Merchant, at Merchant's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties; however, HPS shall not have any absolute obligation to investigate or effect any such adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information. Failure to respond within the specified time shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible where it fails to timely provide information concerning any Chargeback.

If HPS elects, in its sole discretion, to take action on a Chargeback after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS' discretion.

- 4.26** Merchant agrees to reimburse HPS for the amount of the Sales Draft in the event of a Chargeback together with a handling fee for each Chargeback, which fee may be amended from time to time. Merchant hereby irrevocably authorizes HPS to debit without notice Chargebacks and Chargeback handling fees and all other amounts due hereunder from Merchant's daily deposit and if such collection is inadequate, agrees to reimburse HPS immediately for any shortage that occurs as a result of such charges.
- 4.27** Merchant will be subject to debit for a Chargeback in accordance with the Rules in effect at the time of the Chargeback. The basis for Chargebacks and the rules for their processing are governed by the Rules. However, all disputes that are not resolved through established Chargeback procedures shall be settled between Merchant and the Cardholder, and Merchant will indemnify HPS for all expenses, including reasonable attorneys' fees, that may be incurred as the result of any Cardholder claim that is pursued outside the Rules. Merchant acknowledges and agrees that it is bound by the rules of the Card Schemes with respect to any Chargeback.
- Merchant further acknowledges that it is solely responsible for providing HPS and Member Sponsor Bank with any available information to re-present a Chargeback and that, regardless of any information it provides or does not provide HPS and Member Sponsor Bank in connection with a Chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such Chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's Account or the Reserve Account, Merchant shall, upon demand by HPS, pay HPS the full amount of the Chargeback.
- 4.28** Merchant shall not accept or deposit any fraudulent Transaction, or any Transaction about which Merchant has knowledge or notice of circumstances that would impair the validity of the Transaction or the indebtedness thereunder or its collectability.
- 4.29** Merchant unconditionally represents and warrants to HPS that all Sales Drafts submitted to HPS hereunder will represent the indebtedness of the Cardholder with whom Merchant has completed a Transaction in amounts set forth therein for Products only and shall not involve any element of credit for any other purposes, and shall not be subject to a defense, dispute, offset or counterclaim that may be raised by Cardholder under the Card Schemes Rules, the Consumer Credit Protection Act (15 USC § 1601) or other relevant state or federal statute or regulation. Further, Merchant warrants that any Credit Voucher that it issues represents a bona fide refund or adjustment on a Transaction by Merchant with respect to which a Sales Draft has been accepted by HPS.

- 4.30** Merchant shall not, under any circumstances, present for processing or credit, directly or indirectly, a Transaction that originates with any other Merchant or any other source.
- 4.31** Merchant shall not deposit duplicate Transactions. Merchant shall be debited for any adjustments for duplicate Transactions and shall be liable for any Chargebacks which may result therefrom.
- 4.32** Merchant shall not initiate a Transaction in an attempt to collect a Chargeback.
- 4.33** To the extent legally permitted, Merchant shall give HPS immediate written notice of any complaint, subpoena, civil investigative demand or other process issued by any state or federal governmental entity that alleges,

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 refers or relates to any illegal or improper conduct of Merchant, its owner(s) or other entity under common ownership or control. Failure to give such notice shall be deemed to be a material breach of this Agreement.

- 4.34** Merchant must obtain final approval by HPS of Debit Network sponsorship prior to submitting any debit Transaction.
- 4.35** Merchant shall not be assessed a Chargeback fee for the first three (3) Chargeback requests processed in any twelve-month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or a card issuer in any such twelve-month period, HPS shall bill all applicable Chargeback fees. For purposes of this Section 4.35, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.36** HPS shall have no liability for customer data that is lost or stolen from the Merchant's POS system or equipment and Merchant shall indemnify HPS from any claim or loss arising out of or relating to such lost or stolen data.
- 4.37** Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any Merchant reporting an invalid TIN and legal name combination is subject to a backup withholding amount as defined by IRS and state regulations.
- 4.38** Merchant shall at all times comply with the Rules, as well as all applicable federal, state and local rules and regulations.
- 4.39** Merchant, at its own expense, will have installed and will maintain the point-of-sale equipment, unless otherwise agreed to by the parties in writing. Each equipment type installed at a Location must be compatible with HPS' System and HPS has the right to test the equipment to assure compatibility. Merchant will submit each equipment type and all new core hardware, and any releases of modifications to the implementation software, to HPS for quality assurance testing at least thirty (30) days prior to the equipment, hardware or software's first use at a Location; provided however, both parties acknowledge that the quality assurance test may take less than thirty (30) days and HPS will use commercially reasonable efforts to accomplish the testing as soon as practicable. Quality assurance testing is applicable to each implementation software release for each equipment type.
- If Merchant changes the method used to communicate with HPS' System from one form of technology to another, e.g. dial to frame relay, once any necessary quality assurance testing has been completed, Merchant will arrange for, with the assistance of HPS, if necessary, the equipment to be connected to HPS and then tested to ensure that the new method of communication works properly, which test will be conducted in accordance with Merchant's and HPS' procedures and paid by each party, respectively. Once the new technology has been tested and approved, it will not be necessary for each Location that adopts the new technology to perform the testing referred to in this paragraph.
- 4.40** Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.
- 4.41** Special pricing through an agreement between HPS and a Merchant association shall apply to Merchant members in good standing of such Merchant association; any special pricing may be discontinued without notice.
- 4.42** Merchant agrees to provide HPS such financial statements and other information concerning Merchant as HPS may reasonably request from time to time. Merchant agrees that HPS, or its duly authorized representative,

may examine Merchant's books and records related to its receipt of the services from HPS hereunder, including records of Transactions submitted hereunder.

- 4.43 Merchant shall not engage in any services that require registration with the applicable Card Schemes as a Payment Service Provider (PSP) or Payment Facilitator (PF) without prior written approval from HPS. In the event Merchant is registered as a PSP/PF, Merchant agrees to promptly disclose to all Sub-merchants any new or increased Card Scheme related dues, assessments and fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant. For the avoidance of doubt, all Service Providers, Third Party Agents, Payment Service Providers, and Payment Facilitators must comply with all Rules, including those found at the following websites (or their successor websites):
- <https://usa.visa.com/dam/VCOM/download/merchants/third-party-agent-due-diligence-risk-standards.pdf>

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- <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>

- 4.44 Merchant must meet requirements as defined by the Card Schemes. Information is available at:

- [www.visa.com](http://www.visa.com)
- [www.mastercard.com](http://www.mastercard.com)
- [www.discovernetwork.com](http://www.discovernetwork.com)
- [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide) - For American Express OptBlue Program merchants only.
- [www.americanexpress.com](http://www.americanexpress.com) - For American Express Direct merchant: only.

## 5. Debit Card Processing; EBT Services

If Merchant elects to receive debit Card processing services, the following terms will apply:

- 5.1 Merchant understands and agrees that HPS and any bank which is a party to this Agreement (or to which this Agreement is assigned) is a sponsored affiliate or member of each Debit Network and HPS is a service provider for processing Merchant's debit Card Transactions pursuant to the terms herein.
- 5.2 Until and unless otherwise authorized by HPS, Merchant agrees to utilize compliant and compatible equipment/PIN-pads or systems capable of processing all ACH debit Card Transactions as well as online-debit Card Transactions at its Locations. All HPS applications software residing on the equipment or systems is the sole property of HPS. Any software residing in Merchant owned or leased equipment or systems must be HPS compatible.
- Merchant's placement of the equipment or system at its Locations shall constitute acceptance of all terms and conditions set forth in this section. Merchant understands and agrees that HPS has no responsibility whatsoever for inoperative equipment or systems (or software if applicable).
- In the case of inoperative terminal or system, Merchant shall consult Merchant's warranty or equipment maintenance agreement as applicable. Merchant also acknowledges that all equipment/pin-pads or systems capable of processing all debit Card Transactions at its Locations must remain compliant with the data security requirements of Section 3 of this Agreement.
- 5.3 Merchant shall utilize HPS compatible equipment/pinpad or system to process all debit Card Transactions and to abide by all applicable Rules of the applicable debit Card on-line network selected by HPS. HPS has no responsibility or liability for any of the debit Card Networks.
- 5.4 Merchant agrees to indemnify and hold HPS harmless from any and all claims, actions, proceeding and other liability, which may arise pertaining to such debit Transactions.
- 5.5 Any claims Merchant may have regarding debit services may not be offset against bankcard sales.
- 5.6 Merchant assumes all responsibility for retention of paper copies of debit Card Transactions; pursuant to the appropriate debit Card Network Rules.
- 5.7 Within one (1) business day of the original Transaction, Merchant must balance each Location to the system for each business day that each Location is open. If Merchant determines that any Transaction(s) have been processed in error, Merchant will initiate the appropriate Transaction for adjustment. Merchant is responsible

for all applicable adjustment fees assessed by the Card Schemes.

**5.8** Merchant shall be responsible for all telephone message unit costs, if any, as they are incurred by Merchant for any of the services provided.

**5.9** HPS will provide installation, training, service and support for all purchased and rented equipment provided by HPS. Equipment purchased and provided by a third party vendor should be supported and maintained by the vendor.

**5.10** Merchant shall be responsible for the following debit related fees:

- (a) HPS Debit Fee (does not include Debit Network Fee);
- (b) Debit Network Set-up Fee;
- (c) Service & Regulatory Mandate Fee.

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**5.11** Debit Transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

**5.12** Non-Request for PIN Disclosure Procedures. Merchant agrees to ensure that no employee or agent requests a Cardholder to divulge their PIN number.

**5.13** Prevention of PIN Entry Observation. Merchant agrees to undertake commercially reasonable actions to prevent others from observing the entered PIN number. Some prevention examples could be, but not limited to:

- (a) Placement of security cameras in relation to PIN Entry Device (PED);
- (b) PED shielding; or
- (c) PED placement on POS counter.

#### **5.14 EBT Transactions**

If Merchant elects to accept electronic benefit Transactions ("EBT"), the additional following terms and conditions will apply:

##### **5.14.1 EBT Services.**

Merchant will participate in, and HPS will provide access to, the programs for debit card access to electronically distributed government benefits as agreed to between the parties from time to time. ("EBT Programs"). Each EBT Program shall be treated as a "Network" for purposes of this Agreement and each EBT card issued for access to government benefits issued under such EBT Programs shall be treated as a "debit card" under this Agreement.

##### **5.14.2 Rights, Duties and Responsibilities of Merchant.**

- (a) At all times during the term, including any renewal thereof, Merchant shall remain a participant in good standing in each EBT Program selected hereunder.
- (b) Merchant shall submit to HPS written requests to participate in each EBT Program as amended from time to time, for each Location where EBT will be offered. HPS must receive such EBT request a minimum of fourteen (14) days prior to the desired activation date.
- (c) Merchant shall notify HPS at least thirty (30) days prior to the termination or withdrawal of its participation in any such EBT Program, or if such participation is terminated involuntarily and without prior notice to Merchant, immediately following such notice.
- (d) Merchant shall pay to HPS all EBT related fees set forth in this Agreement.
- (e) Merchant will comply with all applicable laws, regulations, Rules, or administrative guidelines related to its participation in each EBT Program and acceptance of EBT Cards, including any Network Rules. Without limiting the foregoing, Merchant shall not resubmit any EBT Transactions except as specifically permitted by Rules related to such EBT Program. In addition, if Merchant accepts EBT under the Food Stamp Program, Merchant shall deploy and identify its equipment consistent with Department of Agriculture requirements. Merchant will not take any action that would cause HPS to be in violation of any law, regulation, rule or administrative guideline applicable to an EBT Program, including any Network Rules.
- (f) With respect to each EBT Program in which Merchant participates, Merchant shall comply with any obligations or duties imposed on merchants participating in such EBT Program under an agreement ("Processor Agreement") between HPS and the administrator of the EBT Program ("EBT Provider") pursuant to which HPS is authorized to process Transactions for the EBT Program, and the EBT

- Provider shall have the right to directly enforce the terms and conditions of the Processor Agreement against Merchant in the event that Merchant breaches its obligations hereunder.
- (g) Merchant agrees that HPS may release information regarding Merchant's use of the EBT Program upon request by any federal or state agency, and that Merchant shall not have a claim or cause of action for such release of information.
  - (h) Merchant will accept EBT Cards only for Transactions and purchases permitted under the applicable EBT Program.
  - (i) Regardless of Merchant's standard operating procedure for handling refunds, it shall provide refunds with respect to EBT Transactions only in accordance with applicable laws, regulations, Rules, or administrative guidelines related to its participation in each EBT Program, including Network Rules.

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- (j) If required by an EBT Program, Merchant shall seek to obtain telephone Authorization of each EBT Transaction in situations in which it is unable to obtain electronic response from the Card Authorization system for the EBT Program. If HPS processes manual Sales Drafts for Merchant; Merchant shall complete any such manual Sales Draft for an EBT Transaction in accordance with the requirements of the EBT Program.
- (k) Merchant shall maintain records of EBT Transactions as required by applicable laws, regulations, Rules or administrative guidelines related to its participation in each EBT Program, including Network Rules.
- (l) Merchant shall not use or disclose any information concerning a Recipient for any purpose not directly connected with the performance of Merchant's duties under an EBT Program. (m) Merchant shall not discriminate in the provision or denial of any EBT Transactions on the basis of a Recipient's disability or handicap (if any), age, race, color, religion, sex, sexual preference, political belief, national origin, creed, marital status or veteran's status.
- (n) Merchant shall provide to HPS and any EBT Provider any information reasonably required by HPS or the EBT Provider to assist HPS or the EBT Provider in ensuring the integrity, security and successful performance of the EBT Network.
- (o) Merchant shall, at its own expense, ensure that its employees receive appropriate training in the use of equipment and procedures with respect to each EBT Program in which Merchant participates. If Merchant so requests, HPS and Merchant shall enter into a written agreement pursuant to which HPS shall provide such training to Merchant's employees, provided that Merchant shall pay HPS the usual and customary fees charged by HPS for its employees time in conducting such training and shall reimburse HPS for employee travel, lodging and other reasonable out-of-pocket expenses incurred in conducting on-site training.

#### **5.14.3 HPS Representations and Warranties.**

HPS hereby represents and warrants that it is a qualified processor in each EBT Program identified and that it has obtained any and all Authorizations, certifications or other evidence of authority and has properly executed and delivered any and all applications, agreements or other documents necessary to participate in each such EBT Program.

#### **5.14.4 Rights, Duties and Responsibilities of HPS.**

- (a) HPS shall provide the EBT services identified in accordance with the terms of EBT, this Agreement and applicable laws, regulations, Rules and administrative guidelines applicable to each selected EBT Program, including any Network Rules.
- (b) HPS shall have the authority, without any liability, to terminate or suspend the provision of services hereunder with respect to each and every EBT Program, at the direction of any federal, state or other authority with responsibility for oversight or implementation of such EBT Program, or upon HPS determination to terminate support for such EBT Program for all customers. If HPS is directed to terminate or suspend the provision of services hereunder with respect to an EBT Program, HPS may also terminate or suspend provision of services hereunder for any other EBT Program without liability.

#### **5.14.5 Indemnity.**

In addition to any indemnification obligations of Merchant set forth elsewhere in this Agreement, Merchant agrees to indemnify and hold harmless HPS and Member Sponsor Bank from and against any and all claims or losses arising out of:

- (a) any act or omission by Merchant in violation of any applicable federal, state or local law or regulation, or rule or administrative guideline related to any EBT Program, including a Network

Rule;

- (b) any negligent or fraudulent act or omission or intentional misconduct by Merchant; (c) any failure by Merchant to comply with any obligation or duty imposed on merchants participating in an EBT Program under a Processor Agreement; or
- (d) any act or omission of Merchant that causes HPS to breach any undertaking under a Processor Agreement, including any performance standards hereunder.

#### 5.14.6 Limitation of Liability.

In addition to any other limitations of liability set forth in this Agreement, Merchant agrees and acknowledges that HPS and Member Sponsor Bank shall have no liability to Merchant arising out of any act or omission by an EBT Provider. Without limiting the foregoing, HPS and each EBT Provider shall have no liability to Merchant for an EBT Provider's rejection, Chargeback or other failure to fully process in the ordinary course and without penalty any adjustment based upon a restriction on any

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EBT Provider's ability to process such adjustment to the Account of a recipient of government benefits, regardless of whether the error being adjusted was caused, in whole or in part, by HPS.

#### 5.14.7 Deluxe EBT Program.

If Merchant is a participant in an EBT Program in the States of Kansas, Louisiana, (or any other state where Deluxe Data Systems, Inc. ["Deluxe"] is the prime contractor for the state), Merchant agrees that Deluxe, which is the EBT Provider for those states, shall have no liability to Merchant arising out of Deluxe's management of the EBT Program or processing of Transactions except for Merchant's direct damages caused by fraud or intentional misconduct committed by Deluxe's employees.

In no event shall Deluxe be liable to Merchant for indirect, incidental or consequential damages. Merchant agrees and acknowledges that Deluxe is a third party beneficiary of EBT for purposes of this limitation liability.

## 6. Fees

- 6.1 As consideration for the services to be provided by HPS, Merchant shall pay HPS various fees in the manner and pursuant to the Fee Schedule set forth herein and in the Application. The Fee Schedule may be amended as set forth in Section 19.11 of this Agreement. For the avoidance of doubt, Merchant is responsible for all Pass Through fees charged by the Card Schemes. Merchant is responsible for verifying the accuracy of its monthly statements received from HPS for the services provided hereunder.
- 6.2 Merchant shall pay fees charged to Merchant by third parties for telephone equipment, the preparation of the site(s) prior to installation of electronic data capture equipment and/or peripheral equipment, installation, maintenance, line charges, and utility costs. In addition, Merchant shall be responsible for any increase in long distance communication costs, internet access, gateway costs, IP, SSL, DSL, lease, frame, and processing charges from third party vendors.
- 6.3 Merchant shall pay all applicable sales taxes for services and products provided by HPS.
- 6.4 All Card-Not-Present Transactions will be subject to the applicable interchange rates as defined by the Card Schemes. Notwithstanding the fees and costs listed in the Fee Schedule, Merchant shall pay any additional costs and fees associated with "Non-Qualifying Transactions" (including, but not limited to, Card-Not-Present Transactions, or Transactions involving corporate, business, purchasing and/or rewards Cards or any other types of Cards subject to Non-Qualifying rates). In addition, Merchant shall pay a voice Authorization fee \$0.65 per Transaction or HPS' then current rate for Voice Authorizations.
- 6.5 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Merchant Application or as may be requested by applicable law or changes in the Rules.

## 7. Rights, Duties and Responsibilities of HPS

- 7.1 HPS will accept all Sales Drafts and Credit Vouchers deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each valid Sales Draft, less any Credit Vouchers, Discounts, fees or adjustments determined daily, weekly or monthly. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required.

Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.

7.2 HPS will accept customer service calls and other communications from Merchant relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, Account charges, Merchant statements and Chargebacks.

7.3 HPS will process requests for Sales Drafts from Card Issuers and all Chargebacks and will provide Merchant with notice of requests and Chargebacks.

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7.4 HPS may provide terminals, printers and peripheral equipment at Merchant's request and expense. HPS will obtain repair and replacements on purchased and rented equipment. Merchant shall be liable for all non warranty repairs, shipping and handling costs.

7.5 HPS may provide online data management information concerning Merchant to Member Sponsor Banks, Card Schemes, Card Issuers or any other party. This information includes but is not limited to Merchant identification information, Transaction information, deposits, ACH, batches, equipment, Chargebacks, retrievals, online statements and monthly affiliate reports.

7.6 Upon receipt of written request by Merchant, HPS may provide Merchant with certain supplies to complete and document Transactions at Merchant's request and expense as set forth in HPS product price list in effect at the time of such request.

7.7 From time to time HPS may refer Merchant to certain independent third party providers of certain products or services. Any agreement relating to the provision of such products or services shall be solely between the provider and Merchant. Under no circumstance shall HPS have any liability arising out of or related to the performance or non-performance of any product or service to be provided by any such third party provider.

7.8 HPS reserves the right, without notification, to change or modify all or part of the network configuration used to provide the services. Selection of equipment, hardware, etc. to be used by HPS or HPS's system shall be left solely to HPS's discretion. HPS shall not change its equipment protocol or HPS's compatibility requirements without notice to Merchant.

## **8. Privacy, Data Sharing & Confidentiality**

8.1 Merchant is solely responsible for compliance with any privacy laws applicable to its use of HPS products and services, and its acceptance of Card Transactions. If Merchant is a Covered Entity, HealthCare Provider, or Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"), Merchant represents and warrants that it shall not transmit to HPS any Protected Health Information ("PHI"), as defined in 45 C.F.R. §164.501. HPS operates under an exemption in the HIPAA Rules for financial institutions performing consumer conducted payment Transactions.

Furthermore, any exposure to PHI shall be random, infrequent and incidental to the provision of services by HPS, as allowed under the HIPAA Rules, and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Any transmission of PHI by Merchant to HPS shall be the responsibility of Merchant and Merchant agrees to pay HPS any fees or fines imposed on HPS by any agency of the U.S. Government with respect to or resulting from acts or omissions of Merchant regarding PHI.

8.2 As between HPS and Merchant, HPS shall be deemed the owner of all Transaction Data. Merchant shall have no rights in or title to Transaction Data, notwithstanding HPS's provision of access to certain Transaction Data in relation to the provision of services hereunder.

8.3 Merchant authorizes HPS to use, make available to third parties and/or exchange information, including Transaction Data, and information that relates to an identifiable individual ("Personal Information"), about



Merchant (and about its partners, principals, proprietors, officers, shareholders and managing agents who have provided their written consent pursuant to this Agreement) with other financial institutions, payment networks, and any other persons or entities for the purpose of providing services under this Agreement or as HPS otherwise deems appropriate or necessary.

**8.4** Merchant authorizes HPS to use, make available to third parties, and/or exchange information, including Transaction Data and Personal Information, about Merchant (and about its partners, principals, proprietors, officers, shareholders and managing agents who have provided their written consent pursuant to this Agreement) for statistical analysis, marketing purposes, and any other purpose related to the provision of HPS or a third party's products and services.

**8.5** Merchant acknowledges that HPS may use, make available to third parties or exchange information, including Transaction Data and Personal Information, about Merchant (and about its partners, principals, proprietors, officers, shareholders and managing agents who have provided their written consent pursuant to this Agreement) with other entities that have products or services that may be of interest to Merchant. Personal

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Information regarding Merchant or Merchants customers will not be used in any way contrary to any applicable laws.

**8.6** Upon acceptance of this Agreement, Merchant confirms it has read, understood and accepted the HPS Online Privacy Policy.

**8.7 Confidential Information.** Merchant and HPS will take reasonable steps to protect and maintain the confidentiality of confidential information as defined below ("Confidential Information"). bank account (a) The types of Confidential Information that HPS may collect, share or make available to Merchants will depend on the products or services provided to the Merchant. Confidential Information may include, but is not limited to, financial information, such as transaction data and financial account information of Merchant and/or its customers.

Confidential Information further includes Personal Information, including but not limited to: social security number, driver's license number, credit or debit card number, personal identification number or password that would permit access to a financial account, personal bank account number, passport number or email address. Confidential Information further includes information HPS provides to Merchant about HPS's products, services, systems, and business.

(b) Confidential Information shall not include information that is lawfully obtained and publicly available or that is derived from federal, state, or local government records lawfully made available to the public. (c) HPS may otherwise share or disclose Confidential Information pursuant to Sections 8.1, 8.2 and 8.3 or if it determines, in its sole discretion, that it is required to do so pursuant to any applicable law, regulatory requirement, and/or contractual obligation.

## **9. Reserve and Payment Obligations**

**9.1** At any time, HPS may establish a Reserve Account to secure the performance of Merchant's obligations hereunder, including without limitation in the event: (a) of a breach of this Agreement by Merchant; (b) of a material adverse change in Merchant's financial condition; (c) Merchant receives excessive Chargebacks as determined by HPS, a Member Sponsor Bank or any Card Scheme; (d) Merchant has submitted fraudulent or suspicious Transactions; (e) HPS has reasonable grounds to believe that it may be or become liable to third parties due to Merchant's action or inaction hereunder; (f) of a change in Merchant's transaction volume or average ticket, or (g) HPS has reasonable grounds to believe that material fines, fees, or penalties may be assessed against HPS or a Member Sponsor Bank by a Card Scheme arising out of or relating to Merchant's failure to comply with the Rules. The amount of such Reserve Account shall be set and may be revised by HPS in its sole discretion at any time, based upon Merchant's processing history and the anticipated risk of loss to HPS.

**9.2** HPS may require that such Reserve Account be funded by all or any combination of the following: (a) debits to Merchant's Account or any other accounts owned by Merchant; (b) deductions or offsets to any payments otherwise due to Merchant; (c) Merchant's delivery of a letter of credit; or (d) Merchant's pledge to HPS of a freely transferable negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to HPS.

In the event of termination of this Agreement by either Merchant or HPS, an immediate Reserve Account, if not already established, may be established by HPS and the Reserve Account will be held by HPS for six (6) months after termination of this Agreement or for such longer time as HPS may, in its discretion, deem reasonably necessary based upon Merchant's liability to HPS arising prior to or after termination of this Agreement and HPS may deposit into and retain in the Reserve Account any and all amounts otherwise payable to Merchant.

Funds held in a Reserve Account may be held in a commingled Reserve Account for the reserve funds held in relation to HPS's other merchants, without involvement by an independent escrow agent. Merchant agrees that it shall have no right, title or interest in or to the commingled Reserve Account and shall receive no interest on funds held in a Reserve Account. However, Merchant may have an unsecured contractual claim against HPS with respect to any amount which may be due to Merchant after the expiration of the period described herein. Alternatively, in the sole discretion of HPS, HPS may place the funds in a Reserve Account in Merchant's name, and such funds shall be payable to Merchant therefrom in accordance with this Agreement. Any amount

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remaining in the Reserve Account when HPS determines that the Reserve Account may be closed shall be released to Merchant.

**9.3** To secure the Merchant's obligations to HPS under this Agreement, and any other agreement for the provision of related equipment or related services ("Obligations"), Merchant grants to HPS a lien and security interest in and to any of Merchant's funds now or hereafter in the possession of HPS, whether now or hereafter due or to become due to Merchant from HPS. HPS is hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup, appropriate, and apply any and all such funds against and on account of Merchant's obligations under this Agreement, whether such obligations are liquidated, un-liquidated, fixed, contingent, matured or un-matured. Merchant agrees to duly execute and deliver to HPS such instruments and documents as HPS may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and appropriation set forth in this Agreement.

**9.4** Merchant agrees that HPS may withdraw funds from the Reserve Account at any time without notice to Merchant in the amount of any obligation of liability of Merchant to HPS hereunder, arising prior to or after termination, including any applicable Early Termination Fees pursuant to Section 13.4. If the Reserve Account funds are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from Merchant, or if the funds in the Reserve Account have been released, Merchant agrees to promptly pay HPS the amount of such deficiency upon request.

## **10. Indemnification; Due Care**

**10.1** Merchant shall indemnify and hold harmless HPS and Member Sponsor Bank from all claims, liability, loss and damage, including reasonable attorney's fees and costs, whether direct or indirect, arising out of: (i) any breach by Merchant of the terms of this Agreement; (ii) any act or omission of Merchant, (iii) Merchant's failure or alleged failure to comply with the Rules, or any federal or state law, rule or regulation, including, without limitation, any rules or regulations promulgated by the PCI SSC or any other applicable security standards; (iv) death or injury caused by the Products sold by Merchant, (v) all web-based, internet or electronic commerce Transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information, (vi) any agreement to permit Merchant to access other financial services through point of sale equipment provided by HPS and/or Member Sponsor Bank, (vii) the services provided to Merchant from a Merchant Servicer or Third Party Agent, including any and all claims related to the performance or non performance of Merchant Servicer or Third Party Agent pursuant to such agreement or non-compliance thereof or (viii) HPS's and/or Member Sponsor Bank's reporting of Merchant's business name and the names and other identification of its principals to the terminated merchant file in accordance with Section 14.1 hereof. Merchant shall pay all fees, costs associated with any action brought by HPS and/or Member Sponsor Bank to collect amounts owed by Merchant to HPS and/or Member Sponsor Bank under this Agreement.

## **11. Limitation of Liability**

**11.1** HPS and Member Sponsor Bank shall have no liability whatsoever and for any reason for: (a) increased fees or

other charges resulting from Merchant's use of equipment or other software provided or serviced by any Service Provider or Third Party Agent, or  
 (b) for any act, omission or damages arising from services provided to Merchant from a Merchant Servicer or Third Party Agent.

**11.2 IT IS AGREED THAT IN NO EVENT WILL HPS OR MEMBER SPONSOR BANK BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING TO THIS AGREEMENT WHICH IS NOT REPORTED IN WRITING TO HPS OR MEMBER SPONSOR BANK BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM, OR IN THE EVENT OF A BILLING ERROR WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT HEREBY EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE SPECIFIED TIME PERIODS.**

**11.3 THE LIABILITY FOR HPS AND MEMBER SPONSOR BANK FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES PROVIDED HEREUNDER, PERSONAL INJURY, OR OTHER PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED**

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**ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES PROVIDED HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS AGREEMENT.**

**11.4 IN NO EVENT SHALL HPS OR MEMBER SPONSOR BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES. MERCHANT AGREES TO REIMBURSE HPS FOR ALL COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES INCURRED AS A RESULT OF ANY SUCH ACTION, PROCEEDING OR LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission.**

**11.5 HPS AND MEMBER SPONSOR BANK MAKE NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS AND MEMBER SPONSOR BANK HEREUNDER, AND HPS AND MEMBER SPONSOR BANK HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY TITLE, OR NON INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE and HPS and Member Sponsor Bank shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS and Member Sponsor Bank have no liability or responsibility for the actions or failures of any Card Scheme, Card Issuer or Cardholder.**

**11.6 HPS AND MEMBER SPONSOR BANK SHALL BE EXCUSED FOR UNTIMELY PERFORMANCE OR NON PERFORMANCE OF THE SERVICES PROVIDED HEREUNDER INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE CAUSED BY SUCH EVENTS AS FIRES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, STRIKES, RIOTS, WAR; NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION; ACTS OF GOD OR ANY OTHER CAUSES OVER WHICH HPS OR MEMBER SPONSOR BANK HAS NO CONTROL.**

## **12. Display of Materials: Trademarks**

**12.1 Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with each Card Scheme shall fully comply with specifications contained in applicable Rules.**

**12.2 Merchant shall only use each Mark in a way to indicate that the Card Scheme is accepted at Merchant and that Merchant is customer of HPS. Marks may not be edited or combined with other Marks. Merchant shall not use**

any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's Products or services.

### 13. Term: Termination

**13.1 THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ACCEPTANCE OF THE FIRST MERCHANT DEPOSIT BY HPS AND SHALL CONTINUE IN EFFECT FOR A TERM OF THIRTY-SIX (36) MONTHS THEREFROM ("TERM"). ~~THEREAFTER, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ADDITIONAL TWELVE (12) MONTH PERIODS UNLESS TERMINATED BY ANY PARTY BY GIVING WRITTEN NOTICE TO THE OTHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE TERM OR ANY RENEWAL TERM, EXCEPT THAT IN CASE OF AN EVENT OF DEFAULT BY MERCHANT, OR AS REQUIRED BY A CARD SCHEME OR MEMBER SPONSOR BANK, THIS AGREEMENT MAY BE TERMINATED OR SUSPENDED IMMEDIATELY AND HPS SHALL GIVE MERCHANT WRITTEN NOTICE WITHIN FIFTEEN (15) DAYS THEREAFTER.~~**

*No Auto Renewal*

*[Signature]*

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**13.2** Upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Merchant. For the purposes of this Section 13.2 an "Event of Default" occurs when: (a) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition contained in this Agreement, including, but not limited to, the establishment of or maintenance of funds in a Reserve Account in accordance with the provision of Section 9.1 and 9.2; or any noncompliance with the Rules or the operating regulations of a Card Issuer or a reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement;

- (b) material adverse change in the business, financial condition, business procedure, prospects, Products or services of Merchant;
- (c) any information contained in the Merchant Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS;
- (d) any assignment or transfer of control of Merchant or its parent;
- (e) a sale, transfer or liquidation of all or a substantial portion of Merchant's assets;
- (f) irregular Card sales or credits by Merchant, Card sales substantially greater than the annual volume or average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which, in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS;
- (g) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s);
- (h) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; (i) Merchant engages in any Outbound Telemarketing Transactions;
- (j) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Schemes security reporting; or
- (k) Early termination of this Agreement by Merchant without cause, including without limitation by Merchant's use of another processor to provide services similar to those provided by HPS hereunder.

Then, upon occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS, including any applicable Early Termination Fees (payable as set forth in Section 13.4), shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Merchant.

**13.3** In the event of termination, regardless of cause, Merchant agrees that all obligations and liabilities of Merchant including all Chargebacks, fees, credits and adjustments with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment Transactions of Merchant in the process of being collected and deposited.

**13.4 MERCHANT MAY BE CHARGED A FEE OF \$295 PER LOCATION ("EARLY**

**TERMINATION FEE” OR “ETF”) IF MERCHANT TERMINATES THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE TERM (EXCEPT IF AS A RESULT OF HPS' MATERIAL UNCURED BREACH OF THIS AGREEMENT). THE ETF MAY BE DEDUCTED IN A SINGLE PAYMENT FOR THE FULL AMOUNT VIA ACH DEBIT TO THE ACCOUNT, AT HPS' OPTION, UPON OR AT ANY TIME AFTER HPS' RECEIPT OF MERCHANT'S NOTICE OF TERMINATION.**

13.5 Neither the expiration nor termination of this Agreement shall terminate the obligations or rights of the parties pursuant to provisions of this Agreement, which by their terms are intended to survive or be perpetual or irrevocable.

13.6 The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement.

13.7 Supply orders are shipped via ground and any additional shipping fees such as overnight, second day, third day and Saturday delivery will be charged to the Merchant. HPS will collect all charges for supplies and shipping via ACH.

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#### **14. Terminated Merchant File**

14.1 If Merchant is terminated for cause by a Card Scheme, including but not limited to fraud, counterfeit, duplicate or unauthorized Transactions, excessive Chargebacks or suspect activity, HPS and/or Member Sponsor Bank may report Merchant's business name and the names and other identification of its principals to the terminated merchant file. Merchant expressly agrees and consents to such reporting, and HPS and Member Sponsor Bank have no liability to Merchant for any loss, expense or damage Merchant may sustain, directly or indirectly, due to such reporting.

#### **15. Additional Locations**

15.1 Merchant may wish to utilize services provided by HPS under this Agreement at its other business Locations ("Additional Locations"). Merchant may apply to add such Additional Locations provided that such Additional Locations conduct the same type of business and sell the same type of Products. Additional Locations submitted to receive Services under this Agreement shall be subject to approval by HPS and Member Sponsor Bank, and Merchant shall submit a new Merchant Application for any such Additional Location(s).

#### **16. Notices**

16.1 All notices and other communications required or permitted to be sent to Merchant under this Agreement may be made: (1) by written communication sent to Merchant at the address stated on the Merchant Application or as updated by Merchant thereafter; (2) by electronic communication sent to Merchant at the electronic mail address stated on the Merchant Application or as updated by Merchant thereafter; or (3) via an electronic posting or notification accessible to Merchant on the Heartland website located at: <https://infocentral.heartlandpaymentsystems.com>. All notices and other communication required or permitted to be sent to HPS under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

**Heartland Payment Systems, LLC**  
Attn: Customer Care  
One Heartland Way  
Jeffersonville, IN. 47130  
Phone: (888) 963-3600

**Member Sponsor Banks**

#### **Issues Regarding Credit Cards**

**Deutsche Bank Trust Company Americas**  
Cash Management

1 Columbus Circle, 10019-8735  
New York NY, USA  
Email: [COMPL.Card.Acquiring@list.DB.com](mailto:COMPL.Card.Acquiring@list.DB.com)

**Wells Fargo Bank, N.A.**  
P.O. Box 6079  
Concord, CA 94524  
Phone: (844) 284-6834

Issues Regarding Debit Cards

**PB&T BANK**  
301 West 5<sup>th</sup> Street  
Pueblo, CO. 81003  
(888) 728-3550

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**17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

**NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES**

**17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS. ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING.**

*Handwritten:* No Arbitration  
*Signature:* [Handwritten Signature]

**ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between HPS and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf.

Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Muscogee County, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant HPS its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, HPS will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants HPS to advance the Arbitration Costs for a Small Arbitration Claim before filing, HPS will do so at the Merchant's written request which must be sent to HPS at the address in paragraph 16.1 above.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and HPS (such fees and costs being separate from Arbitration Costs).

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In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, HPS will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

**17.2 Choice of Forum:** A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Muscogee County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

**17.3 Class Action Waiver:** MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

**18. Additional Services**

**18.1** Merchant may request additional systems and services ("Additional Services") from HPS beyond those originally requested in the Application. In order to expedite the establishment of Additional Services, Merchant hereby authorizes HPS to take whatever measures necessary to promptly establish any Additional Service that Merchant might request in writing and to execute necessary authorization(s) on Merchant's behalf on the warranty hereby given that Merchant's signature on this Agreement shall be valid for all Additional Services. Delivery of any requested Additional Services shall be deemed to have occurred upon Merchant's first use of any such Additional Services. Merchant acknowledges that all Additional Services shall be governed by this Agreement and the Rules.

**18.2** In the event that Merchant elects to receive tokenization services, the following terms and conditions of this Section 18 shall apply with respect thereto. HPS will tokenize each Cardholder primary account number ("PAN") submitted to HPS by Merchant in connection with a Transaction. HPS's tokenization of each PAN submitted to HPS by Merchant will occur after Authorization. Merchant hereby acknowledges that tokens may be assigned to a token group which may be shared among other HPS merchants.

No Arbitration  
[Signature]

Merchant further acknowledges and agrees that all tokens provided or created in connection herewith remain the sole and exclusive property of HPS and cannot be transferred or removed from HPS and will not follow Merchant to any other provider without prior written approval from HPS, which approval may be approved or withheld by HPS in its sole discretion.

#### 19. Additional Terms

**19.1 Truth of Statements:** Merchant represents to HPS that all information and all statements contained in the Merchant Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.

**19.2 Personal Guarantees & Guarantor(s):** Any individual(s) by execution of the application as guarantor, hereby unconditionally and irrevocably guarantees to HPS the full and faithful performance or payment by Merchant of each and all of its duties and obligations herein set forth, including payment of all sums due and owing and any attorney's fees and cost associated with the enforcement of terms hereof, whether prior or subsequent to termination or expiration of this Agreement. HPS shall not be required to proceed against Merchant or enforce any other remedy before proceeding against the guarantor(s). This is a continuing guaranty and shall not be

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discharged or affected by the sale or assignment of the merchant's business or death of the guarantor(s) unless such release is in writing signed by an authorized HPS representative.

It shall bind the heirs, administrators, representatives and assigns of the guarantor(s) and may be enforced by or for the benefit of any successor of HPS.

**19.3 Entire Agreement:** This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understandings, representations, and negotiations, whether oral or written between them.

**19.4 No Waiver of Rights:** Any failure of HPS to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

**19.5 Section Headings:** All section headings contained herein are for descriptive purposes only, and the language of such section shall control.

**19.6 Assignability:** Merchant may not assign this Agreement directly or by operation of law, without the prior written consent of HPS. Any assignment by Merchant without the prior written consent of HPS shall be void. HPS and Member Sponsor Bank may assign this Agreement without Merchant's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.

**19.7 Relationship of the Parties:** Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.

**19.8 Severability:** If any term or provision of this Agreement is found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

No part or portion of 17.1 (Mandatory Arbitration), Section 17.2 (Choice of Forum), or Section 17.3 (Class Action Waiver) shall be deemed so integral to either this Agreement as a whole, or to the remaining parts or portions of Sections 17.1 through 17.3 hereof, that the unenforceability of that part or portion should have any impact on or render the remainder unenforceable.

**19.9 Choice of Law:** HPS, Member Sponsor Bank, Merchant, and guarantor (if applicable) agree that any and all disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise) arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation, or enforceability of the choice of law and forum provisions of this Agreement, shall be governed by the laws of the State of Georgia, notwithstanding any conflicts of laws rule; provided, however, that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of Section 17.1 when permitted.



**19.10 No Third Party Beneficiary:** Under no circumstance, shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.

**19.11 Amendments:** HPS may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its Merchant website located at: <https://infocentral.heartlandpaymentsystems.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that HPS will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above.

**19.12 Public Statements:** Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

**19.13 Financial Accommodation:** This Agreement creates a contract for the extension of financial accommodations to Merchant within the meaning of Section 365 of the Bankruptcy Code. In the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assumed or enforced against HPS and HPS shall be excused from performance hereunder.

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**19.14 Electronic Signatures:** Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with this Agreement and related documents, (2) you consent and intend to be bound by this Agreement and related documents, and (3) this Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing Submit, you agree (i) that this Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that you have the ability to print or otherwise store this Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

## 20. Optional Card Brand Fees

**CONVENIENCE FEE:** A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a "true convenience" are payment through the internet, mail order or phone order. All Card Schemes allow merchants to charge a convenience fee. All Card Schemes must be charged equally. Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register any government or education merchant.

**SURCHARGE:** A charge in addition to the initial amount of the sale on a credit card to cover the Merchant's cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of its establishment and at the point of sale. The Cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant's discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

**SERVICE FEE:** Visa allows government and education merchants to charge a different type of fee called a "service fee". This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment.

The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the Cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge "convenience fees" and has no separate "service fee" for these MCCs.

**OTHER FEES:** Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

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# Heartland

## Equipment Purchase, Rental & Customer Owned Equipment Agreement ("Equipment Agreement")

### I. Equipment Options:

As used herein, "Equipment" means the terminals, printers, readers, and accessories or hardware necessary to operate Merchant's chosen Heartland Payment Systems, LLC ("Heartland") solution(s). Merchant may choose to provide its own Equipment, may purchase Equipment from or through Heartland, may, if applicable, receive Rental Equipment (as defined below), or any combination of these options. This Equipment Agreement provides the terms that apply to and govern each of these options, with the terms of Section II applying to all options. This Equipment Agreement is part of and shall be governed by the terms and conditions of the Merchant Processing Agreement (the "Agreement") between the parties and is incorporated therein by reference.

- (a) Providing Your Own Equipment:** Merchant may choose to purchase or lease Equipment from parties other than Heartland. In such case, Heartland makes no promise that Equipment acquired through third parties ("Third Party Equipment") will work correctly with and for Heartland's proprietary terminal software application (the "Software"), Services and/or Equipment. Except as specifically stated in this Equipment Agreement, Heartland will not be responsible for any failure, malfunction, speed or adequacy of Third Party Equipment, for performance of Heartland Software or Services on Third Party Equipment or for repair or replacement of any Third Party Equipment except as specifically stated in this Equipment Agreement. Heartland may elect to support certain Third Party Equipment in its sole discretion, and if it so elects Heartland will replace and repair Merchant's Third Party Equipment should the equipment become inoperative, in which event Merchant will receive replacement equipment and the repaired Third Party Equipment will be placed in Heartland inventory. Merchant will be billed for all replacements and repairs of Merchant's Third Party Equipment. Returned Merchant Third Party Equipment that cannot be repaired will be replaced and billed as a new purchase at then current rates. Notwithstanding the foregoing, Heartland does not provide repair or replacement service for third party equipment provided by third party Point of Sale (POS) System providers.
- (b) Purchasing Equipment from Heartland:** Merchant may choose to buy some or all of the necessary Equipment from or through Heartland. Equipment pricing will be quoted, and must be agreed upon by Merchant (via written order form or phone) before an order will be processed. Equipment fees will be collected via an ACH debit to Merchant's designated DDA account (the "Account"). Unless otherwise specifically stated in the documentation provided with the Equipment, Heartland provides a one year warranty beginning on the date of shipment on all Heartland supplied serialized Equipment (including its internal Software) that such Equipment shall be free from faulty workmanship and defects in materials ("Heartland Hardware Warranty"). Equipment covered by the Heartland Hardware Warranty will be replaced at no cost to the Merchant during the applicable warranty period. However, Equipment sold to Merchant by or through Heartland and sent back to Heartland, but not covered under the Heartland Hardware Warranty (including, but not limited to, Heartland supplied and sold equipment damaged by fire, lightning, water damage) will be replaced and billed to Merchant as a new purchase at then current rates. After the warranty period, Heartland will replace such Equipment and repair damaged Equipment at Merchant's expense. If Equipment is damaged by the negligence or the willful acts or omissions of Merchant, its employees, agents or customers during the applicable warranty period, Merchant will be

charged for Equipment repairs or replacements. If Equipment purchased from Heartland is returned within sixty (60) days of purchase in Original Condition, Heartland will refund the difference less a restocking fee of \$30 for new or used repair/replacement equipment. "Original Condition" means Equipment that has not been used to process transactions, other than to test the Equipment prior to deployment for general use. Heartland will not accept returned Equipment after 60 days of purchase or Equipment not in Original Condition.

- (c) **Equipment Provided by Heartland:** Merchant may choose to rent Equipment from Heartland, may receive equipment from Heartland in connection with its receipt of software services, or may be loaned equipment by Heartland (collectively, "Rental Equipment"). Merchant is liable for all rental payments due hereunder. Rental privileges shall last as long as Merchant continues to remit timely rental payments and complies with its agreements with Heartland. All Rental Equipment is and shall remain the sole personal property of Heartland and will not be deemed for any purpose to be fixtures.

Heartland may affix or attach to all Rental Equipment a tag or label indicating its ownership of, or interest in, said Rental Equipment and Merchant will not remove, or allow the removal of, any such tag or label. Merchant will not sell, lease, encumber, or otherwise dispose of any interest in any Rental Equipment and will keep it free of all liens, claims or encumbrances whatsoever. Merchant will not be liable for ordinary wear and tear of Rental Equipment. Rental Equipment may be replaced at no expense to Merchant if a defect in the Rental Equipment cause it to become inoperable through no fault of Merchant, its employees, agents or customers. If Rental Equipment is damaged due to the negligence or the willful acts or omissions of Merchants, its employees, agents or customers, Merchant will be charged by Heartland for any repairs. Merchant will be liable for the full cost of the Rental Equipment in the event the Rental Equipment is lost, destroyed or made inoperative. Merchant will indemnify Heartland against any loss or destruction of any Rental Equipment for any cause whatsoever, excepting the negligence of Heartland.

If applicable, Merchant shall pay the monthly rental price indicated on the order form, and such rental fees will be collected

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monthly via an automatic ACH debit to Merchant's designated DDA Account and will be billed monthly including the last month in which Merchant processes transactions. Within thirty (30) days of the termination or expiration of the Agreement (the "Return Deadline"), all Rental Equipment must be returned to Heartland at Merchant's sole cost and expense. In addition, should Merchant discontinue processing bankcard Transactions with Heartland prior to the expiration of the term of the Agreement, it shall pay to Heartland an Equipment Agreement cancellation fee of \$100.00. If Rental Equipment malfunctions and Heartland issues replacement Rental Equipment, Merchant shall, within ten (10) days of receipt of the replacement Rental Equipment, ship the malfunctioning Rental Equipment to Heartland at Merchant's expense. If Merchant fails to so return the malfunctioning Equipment to Heartland, or if Merchant fails to return any Rental Equipment by the Return Deadline, Merchant shall be liable for the full replacement value of said Rental Equipment and for any costs incurred by Heartland in connection with recovery of the malfunctioning Equipment, and Merchant's designated Account will be debited for all amounts due Heartland for unreturned Rental Equipment.

## II. Universal Terms:

- (a) **Installation and Training:** Heartland will program equipment for Authorization and appropriate draft capture. Heartland will ship the Equipment at Merchant's expense to Merchant's designated business Location ("Location") as set forth in the Merchant Application and Agreement. Heartland will provide Merchant with a reasonable number of Quick Reference Guides and/or User Guides, as applicable, to help Merchant install the Equipment. Heartland may amend the Quick Reference Guides and/or User Guides as applicable to the equipment functionality. Merchant agrees to comply with all applicable instructions as set forth in the Quick Reference Guides and/or User Guides when installing Equipment at the Location. Heartland shall provide additional training as Heartland may deem necessary or appropriate. When additional training is deemed to be necessary by Heartland, Merchant will cooperate with Heartland in scheduling its employees for training at mutually convenient times and in making its employees available at the time scheduled. Promptly after the completion of such training at any Location or immediately upon receipt of the Quick Reference Guides and/or User Guides when training is not deemed necessary by Heartland, Heartland shall commence providing the Services through the Equipment installed and connected at such Location, subject to the further terms and conditions of this Equipment Agreement. The obligations of Heartland under this Section II (a) shall not apply to Third Party Equipment except for Third Party Equipment that Heartland, in its sole discretion, elects to support.
- (b) **Software:** All Heartland Software provided in connection with the Equipment is licensed (not sold) to Merchant on a limited, non-transferable, non-exclusive basis for use by Merchant on the designated Equipment. This will be for Merchant's internal purposes only in conjunction with Heartland Services. Heartland Software is the sole and exclusive property of Heartland, including all applicable rights to patents, copyrights, trademarks and trade secrets and shall be held in confidence by Merchant. Merchant will not remove any Heartland designation mark from any supplied material.

Merchant agrees not to disassemble, decompile, reverse engineer or otherwise reduce the software to perceptible form. Merchant may not rent, lease, sub-license or transfer the software. Merchant may not use Heartland software for any purpose or in any manner outside this license. Heartland warrants that the software shall perform substantially in the

manner set forth in the applicable Quick Reference Guide and/or User Guide ("Heartland Software Warranty"). Third party software is licensed or sub-licensed to Merchant under the terms, including without limitation the warranty terms, of the manufacturer's license and of this Equipment Agreement.

Software licensed on a subscription basis is warranted during the period the subscription is in full force and effect. Software licensed on a standalone basis that is not part of Equipment acquired from Heartland and for which a different warranty period is not expressly provided for in the documentation accompanying such software is warranted for ninety (90) days beginning on the date of shipment or download. Heartland does not offer refunds on Heartland software or software licensed or sublicensed by Heartland on behalf of a third party.

Should Heartland determine during the applicable warranty period that the software does not operate as warranted, Heartland will, at its option, replace or repair the software. In the case of third party software, the determination whether to replace or repair shall be made by the applicable third party software licensor.

**Export Regulation.** Merchant acknowledges that the Software acquired hereunder may include technical data subject to U.S. export control laws and regulations. Merchant shall not itself, or permit any other person or entity, to export, re-export or release, directly or indirectly, any Software or related documentation provided hereunder to any country, jurisdiction or person to which the export, re-export or release of same is prohibited by applicable law.

**U.S. GOVERNMENT RESTRICTED RIGHTS.** The software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable federal law.

- (c) **Heartland Secure Breach Warranty:** Heartland agrees to provide this limited warranty for the HEARTLAND SECURE devices.

If the warranted HEARTLAND SECURE device fails to encrypt or prevent the unauthorized decryption of cardholder data on that particular device and that failure is proven to be a direct result of a defect or error in Heartland's proprietary software or hardware, Heartland will pay:

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- (i) the amount of compliance fines, fees and/or assessments charged by the card brands, issuing bank or acquiring bank, and
- (ii) the amount charged for a directly related forensic audit conducted by a PCI-Certified Qualified Incident Response Assessor (QIRA) of Heartland's choice.

This warranty applies only if the Merchant is:

- (i) using a HEARTLAND SECURE device as identified on the HEARTLAND SECURE website: <http://www.heartlandpaymentsystems.com/secure> and the theft, conversion or unauthorized decryption is proven to be directly caused by the failure of the HEARTLAND SECURE device;
- (ii) a party to Heartland's Agreement;
- (iii) processing transactions through Heartland at the time the failure occurs; and
- (iv) in compliance with the terms of the Agreement. The Merchant must comply with all terms and conditions of any equipment agreement or warranty, and the merchant must implement all required updates and upgrades on the HEARTLAND SECURE device and allow access to the device immediately upon Heartland's request. The Merchant must provide access and information to Heartland and others regarding any claims made by Merchant under the warranty, including but not limited to, financial and/or forensic audits, inspections of facilities, equipment, infrastructure and/or documents. Payment obligations under this warranty will be entirely contingent upon a final finding by the QIRA that the HEARTLAND SECURE device failed to encrypt or prevent the unauthorized decryption of the Merchant's cardholder data on the HEARTLAND SECURE device.

- (d) **Additional Warranties and Limitations:**

**EXCEPT AS EXPRESSLY PROVIDED HEREIN HEARTLAND MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY STATED HEREIN. HEARTLAND SPECIFICALLY DISCLAIMS WARRANTIES AS TO THE MERCHANTABILITY, CONDITION, DESIGN, OR COMPLIANCE WITH SPECIFICATIONS OR STANDARDS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO ANY EQUIPMENT, SOFTWARE OR SERVICE. HEARTLAND DOES NOT WARRANT THAT THE EQUIPMENT, SERVICE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ON AN ERROR-FREE BASIS, AND EXCEPT AS OTHERWISE PROVIDED IN THE EXPRESS WARRANTIES MADE BY HEARTLAND IN THIS EQUIPMENT AGREEMENT THE EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS". HEARTLAND SHALL HAVE NO LIABILITY TO MERCHANT FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, OR DAMAGES FOR INJURY TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE BY MERCHANT OF ANY EQUIPMENT OR SERVICE.**

For the avoidance of any doubt, any damages under the Secure Warranty Breach shall be subject to the limitation set out immediately above; provided, however, in accordance with the Agreement, there shall be no direct damages limitation on Merchant's recovery in relation to the Secure Warranty Breach as described and subject to the warranty language in II(c) above. Heartland's sole obligation with respect to a warranty claim received by Heartland during the applicable warranty period shall be to replace any malfunctioning equipment or software under warranty, provided however, that Merchant has first utilized Heartland's telephone assistance services and such assistance has not resolved the Equipment or Software problem. Equipment returned to Heartland as a Repair / Replacement must be in repairable order. Product warranties are not available for used PinPads or PinPad swaps.

In addition any PinPad swap must be of like equipment. Heartland will provide, or cause to be provided, telephone assistance in response to telephone inquiries, twenty-four (24) hours a day, seven (7) days a week, including holidays. These hours may be changed at any time, at Heartland's sole discretion.

Authorization Services typically will be available through installed or connected equipment continuously twenty-four (24) hours a day, seven (7) days a week, except that Services may be interrupted for usually no more than thirty (30) minutes in the aggregate between the hours of 12 midnight and 8 a.m. (CST) for the purpose of system maintenance. Provision of the Services may also be interrupted for reasons beyond the control of Heartland or any independent contractor utilized by Heartland in providing Services. Any extended warranty programs which may be offered by Heartland with respect to equipment or software, if any, shall be governed by the terms and conditions applicable to such extended warranty programs.

- (e) **Third Party Payment Services:** Use of third party payment services is subject to the terms and conditions imposed by the third party service providers sponsoring or otherwise supporting such services ("Third Party Services Terms and Conditions"). Merchant agrees to comply with all applicable Third Party Services Terms and Conditions and should refer to the website of the applicable service provider and other documents provided by such service provider from time to time for the current terms and conditions. Merchant agrees to indemnify Heartland for any losses or liabilities arising from Merchant's breach of any Third Party Services Terms and Conditions. Also, in Heartland's reasonable discretion, such a breach by Merchant may be deemed by Heartland to be a breach of the Equipment Agreement and the Merchant Processing Agreement.

**Heartland School Solutions  
Master Software Services Agreement**

This Master Software Services Agreement (the "Agreement"), together with all software-specific attachments, is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_ ("Effective Date"), by and between by and between Heartland Payment Systems, LLC (d/b/a Heartland School Solutions) a Delaware limited liability company, with an office at 765 Jefferson Rd #400, Rochester, NY 14623 ("Heartland"), and Anderson County Schools, having its principal place of business located at 101 S Main St, STE 470 Clinton, TN 37716 ("Customer"). Heartland and Customer may individually be referred to herein as "Party" or collectively as "Parties".

**1. Definitions**

- 1.1 **Affiliate** means a business entity that controls or is controlled by another business entity or is associated with other business entities under common ownership or control of a business entity, such as a subsidiary or parent company.
- 1.2 **Error** means a reproducible failure of the Software to perform in substantial conformity with the Documentation. An Error does not include a nonconformity resulting from customer's improper use, alteration of or damage to the Software, or Customer's combining or merging the Software with any Equipment or Software not approved by Heartland.
- 1.3 **Customer Data** means all information, files, content, figures, images, text, files or other data, including data concerning school lunch purchases, as well as student Personal Identifiable Information, provided by the Customer to Heartland in connection with the Services.
- 1.4 **Documentation** means all manuals, instructions, writings electronic or other media provided by Heartland relating to the Software.
- 1.5 **End User(s)** means the Customer's employees and agents using the Software on Customer's behalf.
- 1.6 **Feedback** means suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or End Users relating to Heartland's products or services.
- 1.7 **FERPA** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations at 34 CFR Part 99.
- 1.8 **Heartland Data** means all Heartland-created information, files, content, figures, images, text, files or other data provided by Heartland to Customer in connection with Customer's or its End Users' use of the Services.
- 1.9 **Major Enhancement** means any major functional revision to the Subscription released by Heartland during the Term.
- 1.10 **Minor Enhancement** means any minor release, update, modification or "bug fix" that does not necessarily provide materially new functionality, as determined by Heartland in its reasonable discretion, and made generally available to Customer.
- 1.11 **Personally Identifiable Information or PII** means information provided to Heartland by Customer that consists of (a) student names; (b) students' parent and family members' names; (c) students and students' families' address; (d) personal identifiers, such as social security numbers, student number, or biometric record; (e) indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; or (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, as defined by the regulations governing FERPA, 34 CFR § 99.3.
- 1.12 **Proposal** means the Heartland proposal identifying the Software and Subscriptions that Customer is purchasing.

- 1.13 Services** mean the Software, Support Services, websites, mobile applications, or online services owned or operated by Heartland and its Affiliates, and provided to Customer.
- 1.14 Software** means the specific Heartland software program(s) that Customer is using as shown on the Proposal.
- 1.15 Subscription** means the continued provision of Software after the Initial Term.
- 1.16 Support Services** means the services that Heartland provides Customer in connection with the Software.
- 1.17 Support Incident** is defined as one specific Error or other technical issue that begins when Customer calls Heartland Technical Support and ends when either the single specific Error or other technical issue is resolved or deemed non-resolvable. Each Support Incident generates a "ticket", which will be opened, tracked and closed separately.
- 1.18 Support Times** means Monday through Friday, 7:00 a.m. through 7:00 p.m. EST, excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Hours may be limited on other bank holidays.
- 1.19 Updates** means modifications, enhancements, changes and alterations to the Software provided by Heartland during the Subscription, including all Major Enhancements and Minor Enhancements.

## 2. Grant of License

- 2.1 Limited License.** Subject to the terms and conditions in this Agreement, and any applicable software-specific attachments, Heartland grants Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use the Services on a remote-access, subscription basis via the Internet solely in support of Customer's operations. This limited license includes standard maintenance, hosting and Support Services, patches, version releases, and upgrades that Heartland may provide or make available after initial implementation, together with any applicable additional or different terms..
- 2.2 Prohibited Uses.** Customer will not, and will not permit any third party to, (a) download, copy, sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service to a third party except as may be expressly set forth in this MSA and its attachments; (b) intentionally access or use any portion of the Software delivered by Heartland but not expressly licensed and paid for by Customer (c) use any Service to provide, or incorporate any Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or Heartland APIs to any Service, (d) disclose or publish performance benchmark results for the Software (as delivered or subsequently modified) without Heartland's prior written consent; (e) transfer the Software to a different database platform or operating system, except as may be specifically allowed by Heartland in writing; (f) export or use the Software or Documentation in violation of United States, Canadian, or other applicable laws or regulations; (g) remove or obscure any proprietary or other notices contained in any Service; or (h) use any Service in violation of the terms and conditions of this Agreement or applicable law.
- 2.3 Heartland Technology.** Customer agrees that Heartland retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Software, and any and all related and underlying technology; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "**Heartland Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Heartland Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service.
- 2.4 Delivery.** Delivery shall be deemed complete when Heartland provides notification to Customer that

Customer has the ability to access the Software.

- 2.5 Commercial Computer Software.** The Software was developed at private expense, is commercial, and is published and copyrighted. The Software may be transferred to the U.S. government only with the prior written consent of Heartland and solely with "Restricted Rights" as that term is defined in 48 CFR § 52.227-19. In no event will the Software be licensed to Customer with rights greater than those set forth in 48 CFR § 52.227-19.

### 3. Privacy and Data Security

- 3.1 Data Security.** Heartland maintains compliance with industry standard information security and privacy standards, and complies with all applicable data privacy laws, including FERPA, the Children's Online Privacy Protection Rule ("COPPA"), the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), the Payment Card Industry Data Security Standards ("PCI DSS"), and the National Automated Clearing House Association Standards ("Nacha"), as amended, together with regulations promulgated thereunder. Heartland's security controls substantially comply with the NIST Cybersecurity Framework, and are reviewed by independent third parties for compliance with SSAE standards. Heartland has also implemented security controls, including using firewall technology, encrypting data, regularly updating antivirus software, restricting access to data based on business need, identifying and authenticating access to system components, restricting physical access to data, testing security systems and processes, and maintaining internal policies that address information security.
- 3.2 School Official.** Heartland complies with all FERPA requirements and uses PII only to provide the Services. If Customer's Confidential Information is subject to FERPA, Customer, pursuant to 34 C.F.R. § 99.31(a)(1), hereby designates Heartland as an "official" with a legitimate educational interest in the Confidential Information. Heartland's designation as an "official" of Customer is solely for the purposes of FERPA compliance and for no other purpose whatsoever, and to the extent Customer has policies, rules, and procedures binding on Customer "officials" generally, such policies, rules, and procedures will apply to Heartland only insofar as such compliance is directly relevant to compliance by Heartland and Customer with FERPA. Heartland agrees to: (i) abide by FERPA's limitations on re-disclosure of Personally Identifying Information in education records; (ii) not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and, (iii) not use or disclose education records except as permitted by this Agreement, as required by law, or as authorized by Customer in writing.
- 3.3 Heartland's Use of PII.** To the extent necessary to provide the Heartland Services, Customer authorizes Heartland to collect, access, use, transmit and/or otherwise process PII. Customer remains at all times in control of and the owner of PII that Heartland processes. By submitting or providing Heartland access to PII, Customer agrees that Heartland and its affiliates may process the PII for the sole purposes of (i) providing Heartland Services, (ii) maintaining, supporting, evaluating, improving and/or developing Heartland Services and developing new products or services, (iii) enforcing Heartland's rights under this Agreement, (iv) as permitted by applicable law, and (v) as permitted with the End User's consent, as communicated by Customer or End User to Heartland, solely with respect to their own PII. Heartland does not and will not use PII for targeted advertising.
- 3.4 Data Breach.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of Heartland's security obligations or other event requiring notification under applicable law, Heartland will notify Customer as expeditiously as possible and without unreasonable delay, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law.

### 4. Software Support

- 4.1 Software Support Services.** During the Initial Support Term and any Renewal Support Term, Heartland shall provide Support Services to Customer subject to: Customer's payment of the Support Fees set forth



in Exhibit A, attached hereto, and (ii) Customer's compliance with its obligations set forth in this Agreement.

**4.1.1. Help Desk.** Heartland will provide Customer with reasonable Help Desk assistance during the Support Times regarding the installation and implementation of the Subscription, and the identification, diagnosis and correction of Errors. Heartland will attempt to resolve any support questions posed by Customer. If Heartland reasonably determines that it would be appropriate to do so, Heartland may defer resolution of a support question until a later time. At its discretion, Heartland may provide Customer with Help Desk support during times other than the Support Time and/or beyond the maximum number of monthly and/or annual Support Incident limits (if applicable) at Heartland's then standard rates. Customer shall be responsible for paying charges for such additional Help Desk support.

**4.1.2. Web Site.** Heartland will provide Customer with access to technical information via its web site(s) on the internet.

**4.1.3. Enhancements.** Heartland will provide Customer with copies of all Minor Enhancements at no additional cost. Major Enhancements are not included unless specifically agreed herein. Heartland may, but is not obligated to, offer Major Enhancements to Customer at a reduced fee.

**4.1.4. Excluded Services.** Support Services do not include training, installation, consultant services, or on-site support. However, these services are available at an additional charge to the customer.

#### **4.2 Procedures for Submitting Support Incidents or Subscription Enhancements.**

**4.2.1. Notification.** Customer must notify Heartland immediately of any suspected Error, and must provide reasonable detail of the nature of and circumstances surrounding the Error. "Reasonable detail" includes complete Subscription, hardware and network configuration information as requested by Heartland. **Notification means (listed in order of preference and efficiency):**

- a) Logging a case directly into customer portal website;
- b) Sending a detailed email to the support center; or
- c) Calling into Heartland's technical Help Desk via Heartland's toll-free number.

**4.2.2. Remote Diagnostics.** Heartland may perform any Error diagnostic or correction work via remote communication. If such remote support is unable to resolve the Error, Heartland may require Customer to provide data files on removable media via overnight courier (or other shipping method that provides end-to-end tracking) or other mutually agreed upon electronic medium at Customer's expense.

**4.2.3. Error Correction.** Heartland will make reasonable efforts to resolve reported, reproducible Errors. Customer will promptly provide Heartland with all information requested by Heartland to reproduce and resolve Errors. For each Error, Heartland will use reasonable efforts to provide Customer with (a) a work-around, (b) a Software patch or, (c) if Heartland cannot provide Customer with either (a) or (b), a specific action plan, including a good faith timing estimate, for resolving the Error.

**4.3 Error Priorities and Response Times.** Heartland will use reasonable efforts to communicate with Customer, by telephone, e-mail, or Heartland's website as described below, regarding Errors that are reported during the Support Times. For purposes of this Agreement, a "response" means Heartland's acknowledgment of an Error, and does not indicate that a resolution will be reached.

**4.3.1. Level One Response:** Where a major fault occurs such that a business critical function is not operational, and major user inconvenience is being caused then, during Support Times, Heartland shall endeavor to respond within two hours.

**4.3.2. Level Two Response:** Where a fault occurs such that a function is not operational, and while a workaround is available, the fault is causing significant user inconvenience then, during Support

Times, Heartland shall respond within four hours.

**4.3.3. Level Three Response:** Where a fault occurs such that a non-critical function is not operational, which is causing an inconvenient problem but is not causing significant user inconvenience then, during Support Times, Heartland shall respond within one business day; or

**4.3.4. Level Four Response:** Where a fault occurs such that a cosmetic, non-urgent problem is being caused, e.g. a field is in the wrong position, then, during Support Times, Heartland shall respond within three business days.

**4.4 Limitations on Support Services.** Notwithstanding anything to the contrary elsewhere in this Agreement, Heartland will have no obligation to provide any support services to Customer if:

**4.4.1.** Such support relates to or involves any products, data, features, devices or equipment not provided or specified as compatible by Heartland;

**4.4.2.** Customer or a third party has altered or modified any portion of the Software in any manner without the prior written consent of Heartland;

**4.4.3.** Customer has not installed or used the Software in accordance with instructions provided by Heartland, including failure to follow implementation procedures;

**4.4.4.** Customer has failed to replace or update previous versions of the Software with Enhancements Heartland made available;

**4.4.5.** A party other than Heartland has serviced the Software and the Software no longer conforms to its specifications; or

**4.4.6.** Customer is not in full compliance with the other terms of this Agreement, or any other agreement between Heartland and Customer.

**4.5 Hardware.** Support Services do not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not provided by Heartland.

**4.6 Additional Services.** At Customer's request, Heartland may provide resources to perform additional services such as software development and testing for customization, modifications, additional training, custom reports and other custom developed services related to the Software (collectively "Professional Services"). Before providing Professional Services, the parties will mutually agree in writing on the scope and cost for Professional Services.

## **5. Customer Obligations**

**5.1 Customer Responsibility.** Customer accepts sole responsibility for (i) Customer's system configuration, design and requirements, (ii) the selection of the Software to achieve Customer's intended results, and (iii) modifications, changes or alterations to the Software by anyone other than Heartland or its agents that is not an Update. Customer acknowledges that it has had an opportunity to review the Documentation, it understands the functionality of the Software and its ability to work with Customer's systems and to support Customer's operations, and that it has made its own evaluation in deciding to license the Software. Customer shall follow Heartland's procedures and recommendations in resolving Errors or submitting Support Incidents.

**5.2 Self Help.** Before contacting Heartland for Support Services, Customer should review the following (i) Heartland's FAQ's, which provide answers to many commonly asked questions, and are continually updated, (ii) Online Video Tutorials, (iii) the help documentation related to each Software module.

**5.3 Access.** During the Initial Support Term or any Renewal Support Term, Customer will provide Heartland with reasonable access (via remote or on-site access) to Customer's copies of the Software to the extent necessary, in Heartland's discretion, to enable Heartland to provide the Support Services.

**5.4 Communications Link.** During the Term, Customer will, at its sole expense, provide internet access to Heartland MSSA  
2.7.2022

Heartland, which Heartland may use to provide Support Services. Heartland will have no liability to Customer if Heartland's ability to provide Support Services is impaired by Customer's inability to provide the functionality required for remote support.

**5.5 Support Contact.** Customer shall designate one employee and one alternate as its Support Contacts to be generally available during the Support Times to confer with Heartland regarding Errors, Enhancements, and other support-related issues. Customer is responsible for ensuring that the above Support Contacts have sufficient training to attain and maintain competence in using the Software. Customer shall notify Heartland promptly of any changes in the Support Contacts. Heartland will provide technical support only to Customer's Support Contacts. Upon Customer request, Heartland may provide additional Support Services to any of Customer's employees, representatives, or consultants, which will be treated as Professional Services and subject to a written mutual agreement.

**5.6 Verification and Audit.** Within thirty (30) days after a written request by Heartland, submitted no more than once annually, Customer shall furnish to Heartland a certification signed by an appropriate officer of Customer certifying that Customer is using the Software in accordance with the terms of this Agreement. No more often than once annually, Heartland may conduct an audit of Customer's use of the Software to ensure compliance with this Agreement.

## 6. Term and Termination

**6.1 Term.** This Agreement will commence on the Effective Date and will continue for a term of five (5) years. Thereafter, the Agreement will automatically renew for additional one (1) year periods unless either Party terminates the Agreement by giving ninety (90) days written notice prior to the end of any term. The terms and conditions in this Agreement will remain in effect for as long as Heartland provides Services to Customer.

**6.2 Software Subscription Terms.** Unless otherwise agreed, Heartland will provide and bill for Services on an August 1 through July 31 basis. Customer's Initial Term is from the Effective Date through July 31st of the following calendar year. Customer's Renewal Term is the successive one (1) year periods from August 1 through July 31.

**6.3 Termination for Cause.** Either Party may terminate this Agreement if the other Party commits a material breach of the terms of this Agreement, and such noncompliance remains uncured for more than thirty (30) days after written notice thereof.

**6.4 Effect of Termination.** Upon termination, to the extent Customer has no legal or regulatory requirement to retain it, Customer shall immediately cease using and destroy or return to Heartland all copies of Heartland's Confidential Information, including, without limitation, all Software and Documentation in any form, including partial copies and modified versions, and shall certify in writing to Heartland that all such copies have been destroyed or returned.

**6.5 Remedies.** Except as expressly provided otherwise in this Agreement, (i) all remedies available to either party are cumulative and not exclusive; and (ii) termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon termination, all amounts owed under this Agreement and all Attachments shall immediately become due and payable.

## 7. Fees and Payment Terms

**7.1 License Fees.** The applicable software fees, including for the initial Software license, Subscription, and Support ("Software Fee") are set forth in the Proposal. Heartland reserves the right to increase the annual Subscription fees by not more than ten percent (10%) per year over the applicable amount for the immediately preceding year.

**7.2 Payment Procedures.** On or before the Effective Date, and on an annual basis 60 days prior to any Renewal Term, Heartland will invoice Customer for all Subscription Fees incurred by Customer pursuant to this Agreement. Customer shall pay all invoiced amounts in U.S. dollars within thirty (30) days of the

date of invoice. All Software fees are non-refundable and non-cancelable.

**7.3 Late Fees.** Late payments of fees are subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law.

**7.4 Taxes.** Customer is solely and exclusively responsible for the payment of any required federal, state and local taxes arising from or relating to the Services, except for taxes related to the net income of Heartland and any taxes or obligations imposed upon Heartland under federal, state and local wage laws. Customer shall fully reimburse and indemnify Heartland for any amounts actually paid by Heartland or withheld by Customer for any such taxes or levies within thirty (30) calendar days after the date on which Heartland gives notice thereof to Customer.

**7.5 Nonpayment.** In addition to all rights exercisable by Heartland, if Customer fails to pay for more than 60 days, Heartland reserves the right to suspend Services under this Agreement, and take any other action to which it is entitled under law.

**7.6 Purchase Orders.** If Customer requires a purchase order, Customer will inform Heartland of the purchase order number and dollar amount. Customer agrees that the absence of a purchase order, or other document may not be raised as a defense to avoid Customer's payment obligations hereunder. Terms and conditions contained in a Customer purchase order will not be binding on Heartland, and will have no effect on Heartland's provision of Services under this Agreement.

**7.7 Title.** Title to any tangible objects, including Hardware vests in Customer upon Heartland's shipment to Customer.

## **8. Indemnification**

**8.1 Intellectual Property Indemnification.** Subject to Section 8.4 below, Heartland will indemnify, defend and hold Customer harmless from and against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Losses"), incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after Heartland notifies Customer to discontinue use because of an infringement claim, (iii) any claim relating to any third party content or Customer Data or (iv) modifications to the Services made other than by Heartland. If the Services are held to infringe, Heartland will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund any prepaid unused fees Customer paid Heartland for the infringing Services. The rights and remedies granted Customer under this Section 5.1 state Heartland's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

**8.2 Data Breach Indemnification.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII, or other security event requiring notification, to the extent such laws expressly apply to Heartland. In the event of a breach of any of Heartland's security obligations or other event requiring notification under applicable law, Heartland agrees to notify Customer promptly and in accordance with applicable law, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law, and to indemnify, hold harmless and defend Customer and its employees from and against any and all claims, damages, or causes of action directly related to the unauthorized release.

**8.3 Customer Indemnification.** To the extent permitted by applicable law, and subject to Section 8.4 below, Customer shall indemnify, defend, and hold Heartland harmless from and against any and all

Losses relating to Customer's production or distribution of any materials resulting from use of the Services: (i) are factually inaccurate, misleading or deceptive; (ii) infringe or misappropriate any intellectual property rights any third party; (iii) are libelous, defamatory, obscene or pornographic, (iv) comprise unsolicited commercial e-mail or spam, or (v) violate civil or criminal laws or regulations, including those regulating the use and distribution of content on the internet and protection of personal privacy, provided that such Losses are not solely attributable to (y) a nonconformity of the Software to perform substantially in accordance with the Documentation or (z) the Services violating any applicable civil or criminal laws or regulations.

**8.4 Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

## 9. Warranty/Limitation of Liability

**9.1 Heartland's Limited Warranty.** Heartland warrants that the Services will be performed by in a timely and professional manner. Heartland further warrants that the Services will be performed in all material respects in compliance with the functions described in the Documentation. If Customer notifies Heartland within fifteen (15) days of Customer's discovery the performance of the Services that the Services are not functioning as intended, Heartland will use good faith efforts to make the Services function as intended at no additional cost to Customer. Heartland does not warrant that it will be able to correct all defects in the Services reported by Customer. Heartland makes no warranty regarding features or services provided by third parties. The remedies set out in this subsection shall only apply if the applicable Services have been utilized by Customer in accordance with the terms of this Agreement and applicable law.

**9.2 NO OTHER WARRANTY.** HEARTLAND DOES NOT REPRESENT THAT THE SERVICES OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. HEARTLAND DOES NOT REPRESENT THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY HEARTLAND. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SOFTWARE ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

**9.3 Consequential Damage Waiver.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

**9.4 Limitation of Liability.** THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO HEARTLAND FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER

FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

## **10. Confidentiality.**

- 10.1 Confidential Information.** “Confidential Information” means all information provided to a Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party’s business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement, any internal processes, and all personal information of any Users, including, but not limited to, names, addresses, telephone numbers, email addresses, account numbers, personal data, and demographic, financial, and transaction information.
- 10.2 Non-Disclosure of Confidential Information.** During the term of this Agreement and following termination or expiration of this Agreement, and except as otherwise set forth in Sections 10.3 and 10.4, the Receiving Party shall only use the Disclosing Party’s Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. The Receiving Party shall protect the Disclosing Party’s Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party’s Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party’s employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party’s duties of confidentiality hereunder.
- 10.3 Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.
- 10.4 Return and Retention of Confidential Information.** Upon termination of this Agreement, Customer shall promptly return or destroy all Confidential Information of Heartland in its possession. Upon termination of this Agreement, Heartland shall retain all Customer Data and other documents relative to this Agreement subject to the protections herein for as long as legally required to meet its legal, regulatory, and PCI compliance obligations.
- 10.5 No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 10. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

## **11. Miscellaneous**

- 11.1 Entire Agreement.** This Agreement, together with any exhibits, constitutes the entire agreement between Customer and Heartland and supersedes any other prior agreements or understandings, whether oral or written, regarding the Services to be provided by Heartland. If a provision of this agreement is deemed null and void, invalid or without effect, the remainder of this agreement shall remain in effect.

No amendment to or modification of this Agreement will be binding unless in writing and signed by both parties.

**11.2 Force Majeure.** With the exception of Customer’s obligations to pay Heartland monies due under this Agreement, neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from an event of force majeure, including (without limitation) acts of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, governmental action, or any other cause beyond the control of that party.

**11.3 Governing Law, Venue and Jurisdiction.** This Agreement shall be construed and governed by the laws of the state in which the public entity is resident without regard to legal principles related to conflict of laws. Any action arising out of or relating to this Agreement shall be brought only in the courts of the state in which the public entity is resident or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all actions, and further waive any claim that such Action is brought in an improper or inconvenient forum. In any action, the parties waive trial by jury.

**11.4 Notices.** Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), telecopied, telegraphed, delivered by a nationally recognized express courier service, or personally delivered to the other party at the address set forth below (or at such other address as either party may designate in writing to the other party). All notices will be effective upon receipt.

For Heartland: President, Heartland School Solutions  
765 Jefferson Rd #400  
Rochester, NY 14623

with a copy to: General Counsel  
Global Payments Inc.  
3550 Lenox Rd. NE, Suite 3000  
Atlanta, GA 30342

For Customer: Anderson County Schools  
101 S Main St, STE 470  
Clinton, TN 37716

**11.5 Severability.** If any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable statute, rule of law, or public policy, such provision shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible legal and economic effect.

**11.6 Headings.** Headings are included in this Agreement as a matter of convenience only and shall not be controlling with regard to the interpretation of this Agreement.

**11.7 Amendments.** This Agreement shall not be modified except by written amendment signed by each of the Parties.

**11.8 Assignment.** This Agreement shall be binding upon and for the benefit of Heartland, Customer and their permitted successors and assigns. Heartland may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation in violation of this section will be void.

**11.9 Relationship of the Parties.** Heartland and Customer are independent contractors, and nothing in

this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.



Heartland Payment Systems, LLC

Customer

SIGNATURE: 

SIGNATURE: \_\_\_\_\_

BY: Jeremy Loch  
TITLE: SVP & General Manager,  
School Solutions

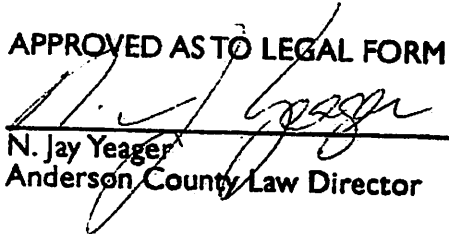
BY: Anderson County Schools

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

**MySchool Services Attachment to Master Software Services Agreement  
Heartland School Solutions**

The following terms and conditions in this MySchool Services Attachment ("MySchool Services Attachment"), together with the Master Software as a Service Agreement ("Agreement"), govern Heartland's provision of MySchoolBucks, MySchoolApps, MSB Activities, MSB Accounting (also known as BlueBear), MSB Tickets, or other services (as defined below) to Customer.

1. **Definitions.** Terms not otherwise defined herein will have the meanings set forth in the Agreement.
  - 1.1. **"End User"** means any person who uses any of the MySchool Services to make a payment or receive information via the MySchool Services, including parents, guardians, Customer's administrators, and any others who are authorized to access an account.
  - 1.2. **"MySchoolBucks Services"** mean the websites, mobile applications, or online services, including [www.MySchoolBucks.com](http://www.MySchoolBucks.com), provided by Heartland and its Affiliates that enable payments to be made to a student's school account or accounts, or to Customer, for fees, purchases, etc., using a credit card, debit card, or an electronic check.
  - 1.3. **"MySchoolApps Services"** means the websites, mobile applications, or online services, including [www.myschoolapps.com](http://www.myschoolapps.com) provided by Heartland and its Affiliates that enable End Users to apply for free or reduced meal services and other benefits on behalf of students.
2. **Services.**
  - 2.1. **Online MySchoolBucks Services.** Heartland will provide a website for an End User to enable registration activities, make purchases, and process payments to a school account(s) or to Customer, provided that Customer has enrolled in payment processing services. MySchoolBucks Services may also include Customer-managed student activity accounting.
  - 2.2. **Online MySchoolApps Services.** Heartland will provide a website for End Users to apply for free or reduced price meal plans or other benefits.
  - 2.3. **Fees.** Heartland reserves the right to increase pricing based on the number of registrations that Customer has on an annual basis.
  - 2.4. **Control of Funds.** Once an End User has made an online payment to Customer, Customer has sole discretion over the application and use of those funds, including providing refunds or returns. Heartland is not responsible for any funds, or Customer's use of funds, after End User submits a payment using the Services.
  - 2.5. **MySchoolBucks Services include:**
    - 2.5.1. Student participation in various school programs, events, and products, including funding a student's lunch account, managed through the MySchoolBucks website;
    - 2.5.2. Services and fees managed through the MySchoolBucks website;
    - 2.5.3. District-to-parent messaging, and other information published through the MySchoolBucks website or mobile app.
  - 2.6. **MySchoolApps Services include:** Applying for free and reduced meals online through the MySchoolApps website: <https://www.myschoolapps.com/>.
3. **Heartland Relationship with End Users**
  - 3.1. **MySchoolBucks Services.** End Users may supply data, including confidential data and personally identifiable information ("PII"), to utilize the MySchoolBucks Services, and may be able to retrieve PII associated with their account via desktop or mobile devices. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with the MySchoolBucks Terms of Use and Privacy Policy, available at

[www.myschoolbucks.com](http://www.myschoolbucks.com). Heartland may communicate with End Users about the MySchoolBucks Services, but does not sell any End User information or use any End User information for marketing purposes without consent.

- 3.2. **MySchoolApps Services.** End Users may supply data, including confidential data and personally identifiable information ("PII"), to utilize the MySchoolApps Services. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with the MySchoolApps Terms of Use and Privacy Policy, available at <https://www.myschoolapps.com>. Heartland may communicate with End Users about the MySchoolApps Services, but does not sell any End User information or use any End User information for marketing purposes without consent.
- 3.3. Heartland has implemented policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of payment data, including the Payment Card Industry Data Security Standards (PCI-DSS). When sharing PII with its Affiliates, Heartland will require those Affiliates to comply with this Attachment.
4. **MySchoolBucks Services Support.** Customer may contact Heartland for assistance resolving issues with the MySchoolBucks Services by calling 1-855-832-5226, completing the online support request form at <https://www.myschoolbucks.com/ver2/etc/getsupportrequest>, or via chat at [www.myschoolbucks.com](http://www.myschoolbucks.com). MySchoolBucks Services support is available Monday through Friday, from 8am – 5pm Eastern Time.
5. **MySchoolApps Services Support.**
  - 1) Self help documentation is available at: <https://mcsoftware.atlassian.net/wiki/spaces/MSA/pages/1238761482/Heartland+MSA+Supplements>
  - 2) Email [MSAsupport@e-hps.com](mailto:MSAsupport@e-hps.com) with a question or a call back request. **Note:** MySchoolApps does not have a direct phone hot-line at the present time.
  - 3) Request MySchoolApps Services assistance from your point of sale hot-line:

Mosaic	1-800-256-8224 Option #1	<u><a href="mailto:mosaicupport@e-hps.com">mosaicupport@e-hps.com</a></u>
Nutrikids	1-800-724-9853 Option #5	<u><a href="mailto:hss-rk-pos_support@e-hps.com">hss-rk-pos_support@e-hps.com</a></u>
Café Enterprise	1-866-343-2594	<u><a href="mailto:Hss-CE-Help@e-hps.com">Hss-CE-Help@e-hps.com</a></u>
WebSMARTT	1-800-748-9631	<u><a href="mailto:websmarttsupport@e-hps.com">websmarttsupport@e-hps.com</a></u>

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 1  
P. O. Box 58  
Knoxville, Tennessee 37901  
(Local government)

Project No.: BR-STP-116(6)  
Anderson County  
Tract No.: N/A  
Request No.: 6526

**LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and ANDERSON COUNTY, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for the construction and maintenance of ADA ("Americans with Disabilities Act") compliant sidewalks along State Route 116 from log mile 15.43 to log mile 15.59 in Anderson County, Tennessee, the area being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** - Licensee is hereby granted permission to use the Licensed Premises for the construction and maintenance of ADA ("Americans with Disabilities Act") compliant sidewalks along State Route 116 from log mile 15.43 to log mile 15.59 in Anderson County, Tennessee which area is depicted in Exhibit A (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for a public use purpose subject to cancellation for failure to continue public use for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** - Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** - The License is a 10-year, renewable license which shall begin on \_\_\_\_\_, \_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_.
5. **ACCESS** - The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

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6. **MAINTENANCE** - The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101, et seq. are met.

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13. **COMPLIANCE** – All work on the Licensed Premise shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would

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result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

- 18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
- 19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
- 20. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

Anderson County, Tennessee  
100 North Main Street  
Clinton, Tennessee 37716

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Brian Dickerson  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

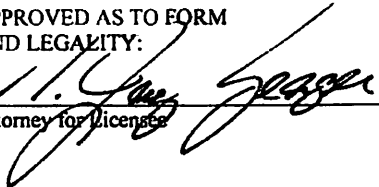
ANDERSON COUNTY, TENNESSEE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Attorney for Licensee

DATE: 06/01/23

STATE OF TENNESSEE:

\_\_\_\_\_  
Howard H. Eley, Deputy Governor and  
Commissioner of the Tennessee Department of Transportation

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: Claxton Bus Lines

Phone No.: 865-945-3074

Routes No.: 7, 28, 34, 51, 64, 65

Contract Period: 7/1/2023 – 6/30/2029 with the option to renew by mutual agreement from both parties for six-one year terms.

Amounts per Year:

Route 7: \$72,800

Route 51: \$79,600

Route 28: \$78,818

Route 64: \$79,600

Route 34: \$78,818

Route 65: \$76,600

**THIS AGREEMENT** made and entered into on this by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as “the Board,”) and Claxton Bus Lines, (hereinafter referred to as “the Contractor”).

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws,



rules, regulations and School Board policies which apply to the services to be provided under this contract.

4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

**WITNESSETH**

In view of the foregoing, and in consideration of the mutual promises and conditions contained herein, the Board and the Contractor have agreed, and by the execution of this written agreement do intend to set their agreement down in writing, as hereinafter set out and agreed to by the parties in this contract.

- A. The Contractor agrees to operate a school bus for the purpose of transporting school students to and from school, at the time and along a specified bus route or routes, which is, or are described in hereof and per Response to RFP#2348, Exhibit 1. All buses used shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The board assumes no liability for the actions of school bus drivers, trainees, or other employees of the contractor.
- B. The base contract amount to be paid to the Contractor by the Board for these services shall be calculated on the basis of his/her bid price for the attached route. The base contract mileage shall be the mileage from the place where the first child is picked up in route to the school, or other location to where the last child is delivered. Mileage between runs is not to be included in determining mileage. In the event of a change in the base contract mileage, payment to the Contractor shall be calculated according to the following formula:

$$\frac{40\% \times \text{Bid Price} / \text{Specified Contract Miles per Day}}{176 \times \text{Number of Miles Increased (or Decreased) for the year or the amount of days remaining on the contract}}$$

- C. For the purpose of calculating mileage under this agreement, the miles identified in the attached route description shall be controlling unless mileage is increased or decreased by Board action subsequent to the execution of contracts. In the event of such increase or decrease, a written amendment to this contract shall be entered into by the parties, and the mileage shown in said amendment shall be controlling.

- D. For the purpose of determining the daily rate described in Items B and C, it shall be assumed that the school year lasts for a period of no less than 180 days, but should the school year be less than 180 days, then the contractor shall still receive guaranteed payment for 176 days. The pay for the 176 guaranteed days shall be calculated at the daily rate set forth in Item B, above. There will be ten (10) equal payments of the contract price to be paid on or before the 25<sup>th</sup> of each month beginning in August and ending in May.
- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January 12<sup>th</sup> of the previous school year, and the corresponding index for the successive January 12<sup>th</sup> shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid. The increase will not go below 2% or above 4% even if the CPI change is less or more than these amounts.
- F. The Board will meet with each contractor separately on a quarterly basis to adjust fuel payments based on the average price of diesel in Anderson County. For each \$0.15 increase in cost the Board will pay an additional \$0.05 cents per mile. Should diesel prices increase \$0.50 or more prior to the quarterly meeting, the Board will meet with the contractor to make an immediate adjustment. Said adjustment will be considered in the quarterly figures. Adjustment meetings will be scheduled the first business day in July, October, January and April.
- G. All replacement buses must be Type I, and all replacements must be no older than five (5) years, unless such requirements are waived by the Board, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. Maximum age allowed for a school bus operating in Anderson County is eighteen (18) years from the build date.
- H. All buses used to transport Anderson County School students will be equipped with a minimum of 1 (one) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students on the bus. Said video will be available upon request by school administrators but will never be shown by the contractor or his/her agent outside school controls. (Including to parents)

- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provide with copies on such policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer **shall** be evidenced by written instrument amendment or other provision in insurance contract.
- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County

Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.

- N. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be available for inspection by the Director of Transportation 30 days prior to the first day of school.
- O. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.
- P. Contracts shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. Contracts may be extended by one (1) year for six (6) additional years. It is expressly understood that if the Contractor cannot fulfill the terms of their contract, and upon Board approval, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations that he/she may have under this agreement. All the above referenced assignments and/or sales require the approval of the Board subject to Item FF. Any Contractor that notifies the Board by March 31<sup>st</sup> may be relieved of the contract at the end of the school year.
- Q. This agreement constitutes the entire agreement of the parties. This agreement shall be binding upon the contractors, sub-contractors, employees and their respective heirs, executor's, administrators and assigns.
- R. Disciplinary actions or measures involving contractors or bus drivers shall involve any of the following: written reprimand, written suspension, written

discharge or temporary oral suspension on grounds set forth hereinafter. The Anderson County Board of Education shall not suspend or discharge any contract without good cause. Whenever a suspension or discharge is issued, the Contractor may contest the suspension or discharge by use of the grievance procedure provided in Item R. The Anderson County Board of Education, acting through Director of Transportation, may orally suspend a Contractor temporarily for a period of twenty-four (24) hours pending formal notification through written process of the basis for complaint. Cell phone usage during the operation of a school bus, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)

- S. In any case where the grounds for the grievance arise from a written suspension or discharge of a Contractor, said Contractor shall have the right to appear before the Anderson County Board of Education at its next regularly scheduled meeting to discuss or refute the charges. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor within fifteen (15) days prior to the hearing. Should the charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- U. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- V. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- W. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- X. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this

Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

- Y. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- Z. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- AA. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- BB. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.
- CC. **Exhibits:** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.
- DD. **Multiple Counterparts: Effectiveness:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.
- EE. **Jurisdiction:** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.
- FF. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- GG. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- HH. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

- II. **Titles and Subtitles:** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.
- JJ. **Assignment:** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.
- KK. **Further Documentation:** The parties agree for themselves and their successors and assign to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.
- LL. **Appropriated Funds:** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- MM. **Non-discrimination:** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
- NN. **Equal Employment Opportunity:** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
- OO. **Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

**ANDERSON COUNTY BOARD  
OF EDUCATION:**

Mary Ann Blew 6-2-2023  
Signature Date

\_\_\_\_\_  
Director of Schools

MARY ANN BLEWINS  
Printed Name

\_\_\_\_\_  
Board of Education Chairman

PRESIDENT  
Title

**ANDERSON COUNTY  
GOVERNMENT:**

Claxton Bus Lines, Inc  
Name of Company

2628 Clinton Hwy  
Address

\_\_\_\_\_  
Finance Director

POWELL TN 37849  
City, State, Zip

\_\_\_\_\_  
Approved as to Legal Form

\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director



**Anderson County Government**

**Request for Proposals**

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

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**RFP No.: 2348**

**Date Issued: April 25, 2023**

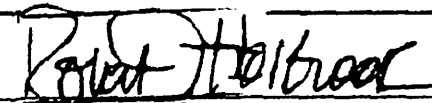
**Proposals will be received until  
2:30 p.m. Eastern Time on May 9, 2023**

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Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

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Robert J. Hofbrook, Director of Finance

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**BID DESCRIPTION**

Request for School Bus Contractor Routes. Vendors shall provide one original and six copies.

**Proposals must be submitted in a sealed envelope with the RFP # clearly labeled.**

THIS IS A RE-BID. ALL FORMS ARE THE SAME. THE ONLY CHANGE IS ADDED LANGUAGE ON THE PRICE SHEET ABOUT A 10% COST INCREASE CAP.

Questions are to be emailed to [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov) and [kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov)

23-0118 Exhibit 1

**RFP #2348 – School Bus Routes  
Amendment 1**

This amendment changes the due date to May 10<sup>th</sup> at 2:30pm.

**SCHOOL SCHEDULE**

<b>SCHOOL NAME</b>	<b>OPEN DOOR TIME</b>	<b>SCHOOL START BELL TIME</b>	<b>REGULAR DISMISSAL BELL TIME</b>	<b>WEDNESDAY EARLY DISMISSAL BELL TIME</b>
Anderson County High	7:45 AM	8:35 AM	3:45 PM	2:15 PM
Andersonville Elementary	7:15 AM	7:50 AM	3:00 PM	1:30 PM
Briceville Elementary	7:30 AM	8:00 AM	3:10 PM	1:35 PM
Claxton Elementary	7:20 AM	7:50 AM	3:00 PM	1:25 PM
Clinton Middle School	7:45 AM	8:30 AM	3:40 PM	2:10 PM
Clinton High School	7:55 AM	8:45 AM	3:55 PM	2:25 PM
Dutch Valley Elementary	7:20 AM	8:00 AM	3:10 PM	1:35 PM
Fairview Elementary	7:20 AM	7:55 AM	3:05 PM	1:25 PM
Grand Oaks Elementary	7:30 AM	8:05 AM	3:15 PM	1:45 PM
Lake City Elementary	7:35 AM	8:00 AM	3:10 PM	1:30 PM
Lake City Middle School	7:20 AM	8:00 AM	3:15 PM	1:40 PM
Norris Elementary	7:15 AM	7:50 AM	3:00 PM	1:30 PM
Norris Middle School	7:25 AM	8:05 AM	3:15 PM	1:45 PM
Norwood Elementary	7:20 AM	7:55 AM	3:05 PM	1:35 PM
Norwood Middle	7:15 AM	8:00 AM	3:10 PM	1:35 PM
Clinch River Community School	7:55 AM	8:35 AM	3:45 PM	2:00 PM
Anderson County Career & Technical Center	7:55 AM	8:36 AM	3:45 PM	2:15 PM

23-0118 Exhibit 1

**Claxton Bus Lines, Inc.**  
**2628 Clinton Hwy.**  
**Powell, TN 37849**  
**Telephone (865) 945-3074 - Fax (888)-674-8386**  
claxtonbus1@gmail.com

May 5, 2023

To Whom It May Concern:

Claxton Bus Lines, Inc. formally Landreth School Bus Service, Inc. has provided Anderson County Board of Education with exemplary service for a combined total of forty-eight (48) years.

The office staff at Claxton Bus Lines, Inc. has over thirty-seven (37) years' experience in the management of pupil transportation. At all times every means possible is taken to ensure the safety and efficiency of the entire operation. Claxton Bus Lines Inc. has taken the initiative to install 2-way radios in all of our buses as an added layer of safety and security. A private radio channel is monitored during route hours from our dispatch office.

We strive to always be available to staff and parents to ensure the safety and welfare of all students.

Claxton Bus Lines, Inc. has the integrity, judgement, capability an experience to provide superior service to Anderson County Board of Education.



Mary Ann Blevins  
President  
Claxton Bus Lines, Inc.  
2628 Clinton Hwy.  
Powell, TN 37849  
865-945-3074

*Cover letter*

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: Claxton Bus Lines Inc.

Phone No.: 865-945-3074

Route No.:

Contract Period: 2023-2029

Minimum Capacity:

Amount:

**THIS AGREEMENT** made and entered into on this 10 day of May, 2023 by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and Claxton Bus Lines Inc., (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

**WITNESSETH**

In view of the foregoing, and in consideration of the mutual promises and conditions contained herein, the Board and the Contractor have agreed, and by the execution of this written agreement do intend to set their agreement down in writing, as hereinafter set out and agreed to by the parties in this contract.

- A. The Contractor agrees to operate a school bus for the purpose of transporting school students to and from school, at the time and along a specified bus route or routes, which is, or are described in Exhibit A hereof. All buses used shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The board assumes no liability for the actions of school bus drivers, trainees, or other employees of the contractor.
- B. The base contract amount to be paid to the Contractor by the Board for these services shall be calculated on the basis of his/her bid price for the attached route. The base contract mileage shall be the mileage from the place where the first child is picked up in route to the school, or other location to where the last child is delivered. Mileage between runs is not to be included in determining mileage. In the event of a change in the base contract mileage, payment to the Contractor shall be calculated according to the following formula:
- $$\frac{40\% \times \text{Bid Price} / \text{Specified Contract Miles per Day} + 176 \times \text{Number of Miles Increased (or Decreased) for the year or the amount of days remaining on the contract.}}{176}$$
- C. For the purpose of calculating mileage under this agreement, the miles identified in the attached route description shall be controlling unless mileage is increased or decreased by Board action subsequent to the execution of contracts. In the event of such increase or decrease, a written amendment to this contract shall be entered into by the parties, and the mileage shown in said amendment shall be controlling.
- D. For the purpose of determining the daily rate described in Items B and C, it shall be assumed that the school year lasts for a period of no less than 180 days, but should the school year be less than 180 days, then the contractor shall still receive guaranteed payment for 176 days. The pay for the 176 guaranteed days shall be calculated at the daily rate set forth in Item B, above. There will be ten (10) equal payments of the contract price

to be paid on or before the 25<sup>th</sup> of each month beginning in August and ending in May.

- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January 12<sup>th</sup> of the previous school year, and the corresponding index for the successive January 12<sup>th</sup> shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid. The increase will not go below 2% or above 4% even if the CPI change is less or more than these amounts.
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- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provide with copies on such

Exhibit A

policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer **shall** be evidenced by written instrument amendment or other provision in insurance contract.

- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.
- N. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be



available for inspection by the Director of Transportation 30 days prior to the first day of school.

- O. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.
- P. Contracts shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. Contracts may be extended by one (1) year for six (6) additional years. It is expressly understood that if the Contractor cannot fulfill the terms of their contract, and upon Board approval, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations that he/she may have under this agreement. All the above referenced assignments and/or sales require the approval of the Board subject to Item FF. Any Contractor that notifies the Board by March 31<sup>st</sup> may be relieved of the contract at the end of the school year.
- Q. This agreement constitutes the entire agreement of the parties. This agreement shall be binding upon the contractors, sub-contractors, employees and their respective heirs, executor's, administrators and assigns.
- R. Disciplinary actions or measures involving contractors or bus drivers shall involve any of the following: written reprimand, written suspension, written discharge or temporary oral suspension on grounds set forth hereinafter. The Anderson County Board of Education shall not suspend or discharge any contract without good cause. Whenever a suspension or discharge is issued, the Contractor may contest the suspension or discharge by use of the grievance procedure provided in Item R. The Anderson County Board of Education, acting through Director of Transportation, may orally

Exhibit A

suspend a Contractor temporarily for a period of twenty-four (24) hours pending formal notification through written process of the basis for complaint. Cell phone usage during the operation of a school bus, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)

- S. In any case where the grounds for the grievance arise from a written suspension or discharge of a Contractor, said Contractor shall have the right to appear before the Anderson County Board of Education at its next regularly scheduled meeting to discuss or refute the charges. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor within fifteen (15) days prior to the hearing. Should the charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- U. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- V. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- W. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- X. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Exhibit A

- Y. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- Z. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- AA. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- BB. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.
- CC. **Exhibits:** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.
- DD. **Multiple Counterparts: Effectiveness:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.
- EE. **Jurisdiction:** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.
- FF. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- GG. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- HH. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.
- II. **Titles and Subtitles:** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

- JJ. **Assignment:** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.
- KK. **Further Documentation:** The parties agree for themselves and their successors and assign to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.
- LL. **Appropriated Funds:** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- MM. **Non-discrimination:** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
- NN. **Equal Employment Opportunity:** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
- OO. **Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS  
on this the 10th day of May, 2023.

**CONTRACTOR:**

**ANDERSON COUNTY BOARD  
OF EDUCATION:**

Mary Ann Blevins May 10, 2023  
Signature Date

\_\_\_\_\_  
Director of Schools

Mary Ann Blevins  
Printed Name

\_\_\_\_\_  
Board of Education Chairman

President  
Title

**ANDERSON COUNTY  
GOVERNMENT:**

Claxton Bus Lines Inc.  
Name of Company

\_\_\_\_\_  
Finance Director

2628 Clinton Hwy  
Address

Approved as to Legal Form

Powell, TN 37849  
City, State, Zip

\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

**Claxton Bus Lines, Inc.**  
**2628 Clinton Hwy.**  
**Powell, TN 37849**  
**Telephone (865) 945-3074 – Fax (888)-674-8386**  
claxtonbus1@gmail.com

May 5, 2023

To Whom It May Concern:

**Claxton Bus Lines, Inc. operates a well maintained 2 bay garage with a mechanic on staff located on a secure lot at 2628 Clinton Highway, Powell, TN.**

**Every 6 months each bus has a complete inspection and service, please see attached checklist utilized during inspection. Any issues that may arise outside of the scheduled service are addressed immediately by maintenance staff.**

**We maintain a modern fleet of buses with accurate maintenance records. All buses are in compliance with state and local regulations.**

**We welcome Anderson County School Board and Transportation Department to visit our facility.**



**Mary Ann Blevins**

**President**

**Claxton Bus Lines, Inc.**

**2628 Clinton Hwy.**

**Powell, TN 37849**

**865-945-3074**

23-0118 Exhibit 1

Contract Owner Name: Claxton Bus Lines, Inc.  
 Address: 2628 Clinton Highway, Powell, TN 37849  
 Phone: 865-945-3074

Leased to:	Vehicle Type	VIN Number (17 characters)	Tag Number	Make of Body	Model Year
School District	D	1BABNBPA5JF336062	cb 50841	Blue Bird	2018
School District	D	1BDBNCPA2EF299129	cb 63099	Blue Bird	2014
School District	C	1BAKGCPA6CF282726	cb 60774	Blue Bird	2012
School District	D	1BABJCPA8FF307311	cb 60767	Blue Bird	2015
School District	D	1BABNBPA5GF316628	cb 50864	Blue Bird	2016
School District	D	1BABNCPA3GF317198	cb 60757	Blue Bird	2016
School District	D	1BABNCSA2LF366586	cb 63094	Blue Bird	2020
School District	D	1T7Y84D23J1120601	CB 62456	Thomas	2018
School District	D	1BABNCSA4KF348721	cb 60764	Blue Bird	2019
School District	D	1BABNCSZ7LF366907	cb 63095	Blue Bird	2020
School District	D	1T7Y84D20J1135508	cb 62457	Thomas	2018
School District	D	1BABNCSA5NF385099	cb63130	Blue Bird	2022

BUS # \_\_\_\_\_ MILEAGE \_\_\_\_\_ DATE \_\_\_\_\_

LEGEND Check Mark or X = OK, R = Repair Needed, N/A = Not Applicable, Blank = Not Inspected

**PM-A CHECKLIST (grease & check)**

**APPROACH & DRIVER compartment**

Fluid leaks on ground	
Bus leaning	
Entrance door op, condition & seals	
Grab handles secure	
Step well / Step treads	
Cleanliness	
Emergency Equipment	
Drivers Seat & Seat belt	
Gauges before start / KOEO / Warning lamps	
Wait to start lamp / Intake heater cycle	
Starter operation	
Gauges after start / KOER	
Engine operation	
Air Build up / Cut out psi _____	
Parking brake hold @ 1200 rpm	
Brake interlock / pump brakes dn / popping?	
Low air warning >60 psi /	
Park brake valve set (pop out 20-40 psi)	
PP1 knob and pin / build air / KOEO	
Steering wheel straight / Tilt / Tele	
Turn signals and cancelation	
4 way hazard lights	
Head lights / Hi/Lo indicator	
Dome lights / Panel lights / Dash lights	
Mirror condition / Controls / Defroster	
Sun Visor / Mounts / Condition	
Heater / Defroster / Dash Fans / Knobs	
Wipers / Washers / Windshield Condition	
Horns / air & city / dual tone	
Service door operation	

**INTERIOR INSPECTION**

AM/FM Radio & PA sys	
Passenger Seat Condition / secure	
All fasteners - Interior	
Side Windows / Latches / Lube	
Emerg X, latch, operation, buzzers, decals	

**OUTSIDE WALK AROUND lights o**

Exterior lights / Stepwell / Stop / Reverse	
Reflectors / Reflective tape	
Emergency doors / lube buzz sw & latch	
Wheel Chair Lift / lube / inspect / adjust	
W/S washer fluid / wiper arms & blades	
Door & compartment hinges	
Body damage	
Storage Comp / Clean / Dry / Cond	
Engine compartment / Doors / RE	
Batteries / water / clean / cables / tray	
Stop arms visual	
Electrical panels / wires, fuses, breakers, etc	
Child Check Monitor	

**RAISE BUS ON HOIST**

Step well & light wiring	
Belts, hoses & clamps	
Fluid leaks	
Wiring & cables (power and ground)	
Starter, junctions, clean & tight	
Steering gear, linkages, tie rod ends	
Front axle, springs, pins, bags, valves, shocks & brackets, etc.	
Front brake lining / drums / rotors	
Front axle seals	
Front brake hoses, cans, slacks	
Brake adjustment	
Drive shafts, carriers, u-joints	
Visual air dryer, Oil?	
Air tanks, moisture or oil?	
Fuel tanks, lines and filters	
Differential oil level / vent	
Rear axle, springs, pins, bags, valves, shocks shock brackets, etc.	
Rear brake lining / drums / rotors	
Rear axle seals	
Rear brk hoses, cans, slacks, etc.	

Brake adjustment	
Exhaust system / Hangers, clamps, leaks	
Transmission / Leaks, wiring & vent	
Splash guards	
Wheels, lag nuts, hubs, hub oil level	
Lube all fittings and pivot points	
Tire pressure as per recommendation	
Tire tread depth min 6/32's Rr 4/32 Ft	

**ENGINE COMPARTMENT / FLUIDS**

Motor oil level	
Hydraulic / Steering oil level	
Coolant level / radiator & bottle	
Radiators / clean / condition	
Coolant test / PH _____ Freeze Pt _____	
Molybdate PPM _____ Nitrite _____	
Fluid leaks / Fuel / Coolant / Oil / Hyd-PS	
Air filter / milder, ducts, clamps (comp inlet)	
Heater valves on - YES NO	
Fan & Fan Clutch / wiring, air hoses, etc	
Bolts and brackets	
Wiring & connectors	
Compartment light	
Belts, hoses, clamps	
Alternator wiring / mounts	
Belt tensioner / Pulley alignment	
After cooler / hoses / clamps	
Shutters	
Compartment cover seal	
Engine cleanliness	

**FINISH UP DETAILS**

Service sticker	
Inspection sticker, OK?	
Other PM's due?	
Check and clear diagnostic codes	
Clean up & wipe off	
Electronic Work Order	

**PM-B CHECKLIST (lube, oil & filters) (includes PM-A above)**

Drain motor oil if required.		Change required oil filters		Change coolant filter	
Sample motor oil		Change required fuel filters		Fuel/Oil additive	

**PM-C CHECKLIST (Annual, includes a PM-A)**

Replace air filter		Chg hydraulic / P/S oil & filters		Battery cables / grounds, remove, clean, coat	
Change trans fluid and filters		Rebuild air dryer			
Change rear differential oil		Batteries, clean & test			

NOTES:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Mechanic Signature \_\_\_\_\_

Date \_\_\_\_\_



23-0118 Exhibit 1

**Claxton Bus Lines, Inc.**

**2628 Clinton Hwy.**

**Powell, TN 37849**

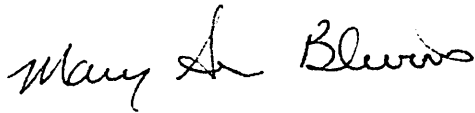
**Telephone (865) 945-3074 – Fax (888)-674-8386**

**claxtonbus1@gmail.com**

**Claxton Bus Lines, Inc. formally Landreth School Bus Services, Inc. has provided pupil transportation to Anderson County Board of Education for a combined total of forty-eight (48) years.**

**In addition to Anderson County Schools, we provide transportation to extracurricular activities for the four (4) following schools; Oak Ridge City Schools, Knox County Schools, Webb School of Knoxville and Concord Christian.**

**Attached you will find letters of recommendations from individuals associated with the above listed schools.**



**Mary Ann Blevins  
President  
Claxton Bus Lines, Inc.  
2628 Clinton Hwy.  
Powell, TN 37849  
865-945-3074**

***Vendor History and Experience***

## 23-0118 Exhibit 1

<b>Claxton Elementary</b>	<b>Jenifer Colman</b> <b>jcoleman@acs.ac</b>	<b>865-945-2222</b>	<b>Bus Routes</b>
<b>Clinton High School</b>	<b>Dan Jenkins</b> <b>djenkins@acs.ac</b>	<b>865-457-2611</b>	<b>Bus Route</b>
<b>Clinton Middle School</b>	<b>Josh Reid</b> <b>jreid@acs.ac</b>	<b>865-457-3451</b>	<b>Bus Route</b>
<b>Concord Christian School</b>	<b>Angela Snyder</b> <b>asnyder@concordchristianschool.org</b>	<b>865-672-1501</b>	<b>trips</b>
<b>Jefferson Middle School</b>	<b>Felicia Story</b> <b>fstory@ortn.edu</b>	<b>865-425-9301</b>	<b>trips</b>
<b>Knox Co Schools</b>	<b>Ryan Dillingham</b> <b>rdillingham@knoxschools.org</b>	<b>865-594-1550</b>	<b>Bus Routes</b>
<b>Oak Ridge High School</b>	<b>Michael Spikeo</b> <b>mspikeo@ortn.edu</b>	<b>865-425-9601</b>	<b>trips</b>
	<b>Merny Hughey</b> <b>mhughey@ortn.edu</b>		<b>Trips</b>
<b>Robertsville Middle School</b>	<b>John Spratling</b> <b>JSpratling@ortn.edu</b>	<b>865-425-9201</b>	<b>trip</b>
<b>Webb Schools</b>	<b>Jordan Wormley</b> <b>jordan.wormsley@webbschool.org</b>	<b>865-335-7449</b>	<b>trips</b>
	<b>Shelley Collier</b> <b>shelley.collier@webbschool.org</b>	<b>865-207-7380</b>	<b>trips</b>



Kay Smith <ksmith@claxtonbus.com>

---

**Reference letter**

1 message

**Shelley Collier** <shelley.collier@webbschool.org>  
To: Kay Smith <Ksmith@claxtonbus.com>

Tue, Apr 4, 2023 at 11:29 AM

**To whom it may concern regarding Transportation with Kay Smith and Claxton Bus company:**

**I highly recommend the service of this company to anyone!**

**I have been working with Kay for the past 25 years in helping the Webb School of Knoxville Athletic Department with transportation to and from our athletic events for our student athletes and coaches. They have always been so kind and professional and have provided us always with first class service. Please feel free to contact me if needed.**

**Sincerely,**

**The Webb School of Knoxville Athletic Department**

**Shelley Collier Assistant Athletic Director**

**865-207-7380**

NOTICE: The information contained in this electronic mail transmission ("e-mail") is intended by Webb School of Knoxville for the use of the named individual or entity to which it is directed and may contain information that is privileged or otherwise confidential.~ It is not intended for transmission to, or receipt by, anyone other than the named addressee.~ It should not be copied or forwarded to any unauthorized persons.~ If you have received this e-mail in error, please notify the sender of the error by reply e-mail, then delete it from your system without copying or forwarding it.~



**Robertsville**

745 ROBERTSVILLE ROAD - OAK RIDGE, TN 37830

March 9, 2023

To Whom it May Concern:

On behalf of Robertsville Middle School, it is with great pleasure that I recommend Claxton Bus Lines for your transportation needs.

In my time as Head Boys Basketball coach and current Athletic Director, Claxton Bus Lines have been a very reliable company in transporting our teams for ball games. The bus always shows up on time for departure and the driver displays courteous service towards the coaches as well as the athletes.

Claxton Bus Lines genuinely care about the service they provide. They have been instrumental in being a dependable company for our school to use as a vendor for transportation.

Respectfully,

John Spralling

John Spralling

Athletic Director

Boys Basketball Coach

745 Robertsville Road - Oak Ridge, TN 37830

[jspralling@ortn.edu](mailto:jspralling@ortn.edu) | (865) 425-1200

[www.ortn.edu](http://www.ortn.edu) | [www.ortn.edu](http://www.ortn.edu)

Every student prepares for college, career, and life beyond.




**OAK RIDGE HIGH SCHOOL BAND**  
**1450 OAK RIDGE TURNPIKE**  
**OAK RIDGE, TN 37830**  
**865-425-9540**  
**www.wilddbnd.org**

February 27, 2023

To Whom It May Concern:

We are pleased to write a letter of reference for Claxton Bus Lines, Inc. located in Clinton, Tennessee. The Oak Ridge High School Band has used Claxton – formerly Landreth School Bus Service, Inc. – whenever possible for as long as they have been in business – yes, through multiple Band Directors. We go to local and away footballs games, Marching Competitions, Concert Festivals, and so many special events. They also transported us when they had coach buses on our Spring trips. Their transportation staff and management are always on point. Whenever an issue, question or concern comes up – rarely - they are quick to address/resolve/correct. We highly recommend them to any company/group looking for a competent carrier.

  
Michael Spirko  
ORHS Band Director

  
Merny Hughey  
Teachers Assistant  
ORHS Band

23-0118 Exhibit 1

Jefferson Middle School  
200 Fairbanks Road  
Oak Ridge, TN 37830  
865-425-9303

3/2/2023

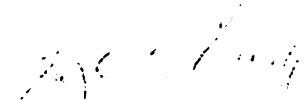
To Whom It May Concern,

This is a recommendation letter for Claxton Bus Lines.

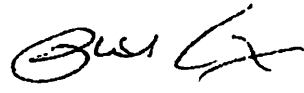
We have used Claxton Bus Lines for as far back as I can remember, and I have been with Oak Ridge Schools for 33 years.

Claxton Bus Lines is our choice of transportation for local transportation. We use them for all athletic events and local field trips. The office staff is very easy to work with and they are so kind. The drivers are dedicated, safe and responsible.

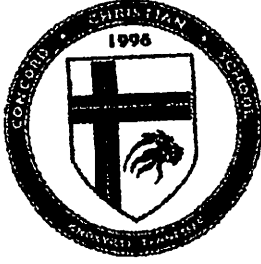
Jefferson Middle highly recommends Claxton Bus Lines.



Felicia Story 33 years  
Bookkeeper



Phil Cox 18 years  
Principal



# CONCORD

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## CHRISTIAN SCHOOL

April 5, 2023

Angela Snyder  
Concord Christian School  
11704 Kingston Pike  
Knoxville, TN 37934

To whom it may concern,

I am delighted to write a letter of recommendation for the services of Claxton Bus Lines.

Concord Christian School has been using Claxton for almost ten years to provide transportation for class field trips and have been completely satisfied with their service. They do an outstanding job, are on time, and offer the best rates in town.

They have worked with us when we needed flexibility in scheduling times, dates, and number of buses. After comparing prices with other bus lines, they are very reasonably priced and accommodating to our needs. We trust them with our most precious asset, our students.

I'm happy to recommend the services of Claxton Bus Lines.

Sincerely,  
Angela Snyder  
Administrative Assistant to the Elementary Principal

*Inspiring students to follow Jesus by equipping them to serve, lead, and transform their world.*

**KNOX COUNTY SCHOOLS**  
UNIVERSITY OF TENNESSEE TOWER

*Department of Transportation*



April 11, 2023

To Whom It May Concern,

Claxton Bus Lines has been a contractor in good standing with Knox County Schools since 2017. They currently operate two buses for us and I am happy to say they provide quality service to the students and families of Knox County.

The employees of Claxton Bus Lines are professional, address problems in a timely manner, and their scores are consistently high on our contractor evaluation metrics.

I would have no trepidation in expanding the number of bus routes they operate for us in the future.

Should you have further questions, you're welcome to reach me at (865) 594-1550.

Best regards,

Ryan Dillingham

Director of Transportation

Knox County Schools





**Claxton Elementary School • 2218 Clinton Hwy • Powell, TN 37849**  
**(865) 945-2222 • Fax (865) 945-3797 • [www.ces.acs.ac](http://www.ces.acs.ac)**

**Jennifer Coleman, Principal**

**James Scheele, Vice Principal**

April 11, 2023

To Whom it May Concern:

This letter is to recommend the Claxton Bus Lines to you. For years, Claxton Bus Lines has provided service to families within our school zone. They consistently make sure our students arrive at school safely and on time. The bus drivers work well with our school administration to provide structure and security while riding the buses. They provide discipline referrals as needed, and communicate issues as they arise. Whenever discipline issues have presented us with a need to watch video from the bus, the owner of Claxton Bus Lines responds promptly by providing the necessary video to our school administration.

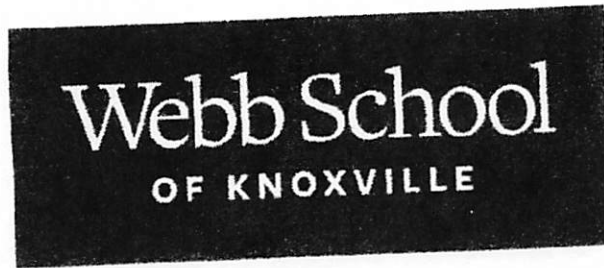
Another service provided to our school and students by Claxton Bus Lines is safe transportation to special events and activities such as field trips, Special Olympics, trips to BizTown, etc. Any time we have reached out to the bus lines, the owner and drivers have responded positively. It is obvious that the owner and employees are invested in our school, students, and community.

If you are considering using Claxton Bus Lines for any purpose, I recommend them to you with no reservations. Claxton Bus Lines will interact with their clients respectfully and in a timely manner.

If you have any questions, please feel free to contact me at the number above.

Sincerely,

Jennifer Coleman,  
Principal



Recommendation for Claxton Bus Lines

To Whom It May Concern:

This is a letter of recommendation for Claxton Bus Lines as a transportation provider. In my role as the baseball coach at Webb School of Knoxville we travel frequently for games in and around the Knoxville area. Claxton Bus is the only provider that we use for local travel. We have had a great relationship with their team and have been very pleased with the service provided.

Our main contact at Claxton Bus is Ms. Kay Smith. Ms. Kay has taken such great care of us over the years. She's responsive and flexible. She communicates frequently and easily and at almost any hour she is available by phone, email or text message. We have frequently had to make last minute requests for transportation due to schedule changes and Kay has always taken care of us. We feel very confident that we have a reliable team and provider for transportation.

The drivers for Claxton have always been wonderful as well. We have had many different drivers over the years and frequently see many of the same faces year after year. Many of the drivers have been around since I started my coaching career 10+ years ago. The team of drivers with Claxton communicate well, are safe and sufficient with their driving skills and always make sure we get to and from our location safely and on schedule. We put very precious cargo in the hands of these drivers, and they have never failed to take wonderful care of our group.

I would give the team at Claxton Bus my highest recommendation. I hope that you will choose them as well for your transportation provider and I am certain you will not be disappointed with the service provided. If I can answer any questions or help in your decision please feel free to contact me at (865) 291-3838 or [jordan\\_wormsley@webbschool.org](mailto:jordan_wormsley@webbschool.org).

Sincerely,

Jordan Wormsley  
Assistant Director of Admissions  
Head Baseball Coach  
Webb School of Knoxville



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY  
Tennessee Highway Patrol - Pupil Transportation Division  
Davis Quad 3, 1228 Foster Avenue  
Nashville, Tennessee 37243  
Phone: 615-743-4990, option 3  
Fax: 615-253-2280

### Bus Inspection Report

Inspection Date: 03/24/2023      Inspection Type: Annual      Sticker No: TN131210  
In Service Date: 01/01/2022      VIN: 1BABNCSA5NF385099      Body Build Date: 08/01/2021

Childcare Facility:      Childcare Facility License #:  
School System: KNOX COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Vehicle Type: D      Body Make: Blue Bird  
Mileage: 13744      Registration #: CB63130  
Brake System: Air      Bus Status: In Service  
Bus Status Comments:

Body Interior: Pass      Safety/Gauges: Pass  
Electrical: Pass      Body Exterior: Pass  
Engine: Pass      Chassis: Pass  
Suspension - Left Axle 1: Pass      Suspension - Right Axle 1: Pass  
Suspension - Left Axle 2: Pass      Suspension - Right Axle 2: Pass  
Brakes - Left Axle 1: Pass      Brakes - Right Axle 1: Pass  
Measurements: 1      Measurements: 1  
Brakes - Left Axle 2: Pass      Brakes - Right Axle 2: Pass  
Measurements: 1      Measurements: 1

General Remarks:  
**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.  
**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Chris Jarnigan      Certification Date: 03/24/2023  
Inspection Certified By: OWNER



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY  
*Tennessee Highway Patrol – Pupit Transportation Division*  
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Nashville, Tennessee 37243  
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Fax: 615-253-2280

### Bus Inspection Report

Inspection Date: 03/24/2023  
In Service Date: 10/01/2019

Inspection Type: Annual  
VIN: 1BABNCSA7LF366907

Sticker No: TN131209  
Body Build Date: 06/01/2019

Childcare Facility:  
School System: KNOX COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Childcare Facility License #:

Vehicle Type: D  
Mileage: 48746  
Brake System: Air

Body Make: Blue Bird  
Registration #: CB63095  
Bus Status: In Service  
Bus Status Comments:

**Body Interior:** Pass  
**Electrical:** Pass  
**Engine:** Pass  
**Suspension - Left Axle 1:** Pass  
**Suspension - Left Axle 2:** Pass  
**Brakes - Left Axle 1:** Pass  
Measurements: 1  
**Brakes - Left Axle 2:** Pass  
Measurements: 1

**Safety/Gauges:** Pass  
**Body Exterior:** Pass  
**Chassis:** Pass  
**Suspension - Right Axle 1:** Pass  
**Suspension - Right Axle 2:** Pass  
**Brakes - Right Axle 1:** Pass  
Measurements: 1  
**Brakes - Right Axle 2:** Pass  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Chris Jarnigan  
Inspection Certified By: OWNER

Certification Date: 03/24/2023



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Nashville, Tennessee 37243  
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### Bus Inspection Report

Inspection Date: 03/23/2023  
In Service Date: 10/01/2018

Inspection Type: Annual  
VIN: 1BABNCSA4KF348721

Sticker No: TN128435  
Body Build Date: 11/01/2017

Childcare Facility:  
School System: KNOX COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Childcare Facility License #:

Vehicle Type: D  
Mileage: 77448  
Brake System: Air

Body Make: Blue Bird  
Registration #: CB60764  
Bus Status: In Service  
Bus Status Comments:

Body Interior: Pass  
Electrical: Pass  
Engine: Pass  
Suspension - Left Axle 1: Pass  
Suspension - Left Axle 2: Pass  
Brakes - Left Axle 1: Pass  
Measurements: 1  
Brakes - Left Axle 2: Pass  
Measurements: 1

Safety/Gauges: Pass  
Body Exterior: Pass  
Chassis: Pass  
Suspension - Right Axle 1: Pass  
Suspension - Right Axle 2: Pass  
Brakes - Right Axle 1: Pass  
Measurements: 1  
Brakes - Right Axle 2: Pass  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Dustin Hatfield  
Inspection Certified By: OWNER

Certification Date: 03/23/2023



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY  
Tennessee Highway Patrol – Pupil Transportation Division  
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Nashville, Tennessee 37243  
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Fax: 615-253-2280

### Bus Inspection Report

Inspection Date: 03/24/2023      Inspection Type: Annual      Sticker No: TN131211  
In Service Date: 01/01/2018      VIN: 1T7Y84D20J1135508      Body Build Date: 09/01/2017

Childcare Facility: \_\_\_\_\_ Childcare Facility License #: \_\_\_\_\_  
School System: KNOX COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Vehicle Type: D      Body Make: Thomas Built Bus  
Mileage: 109463      Registration #: CB62457  
Brake System: Air      Bus Status: In Service  
Bus Status Comments: \_\_\_\_\_

Body Interior: Pass      Safety/Gauges: Pass  
Electrical: Pass      Body Exterior: Pass  
Engine: Pass      Chassis: Pass  
Suspension - Left Axle 1: Pass      Suspension - Right Axle 1: Pass  
Suspension - Left Axle 2: Pass      Suspension - Right Axle 2: Pass  
Brakes - Left Axle 1: Pass      Brakes - Right Axle 1: Pass  
    Measurements: 1      Measurements: 1  
Brakes - Left Axle 2: Pass      Brakes - Right Axle 2: Pass  
    Measurements: 1      Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Chris Jarnigan  
Inspection Certified By: OWNER

Certification Date: 03/24/2023



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Fax: 615-253-2280

### Bus Inspection Report

Inspection Date: 03/23/2023  
In Service Date: 02/01/2018

Inspection Type: Annual  
VIN: 1T7Y84D23J1120601

Sticker No: TN128436  
Body Build Date: 11/01/2016

Childcare Facility:  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Childcare Facility License #:

Vehicle Type: D  
Mileage: 118499  
Brake System: Air

Body Make: Thomas Built Bus  
Registration #: CB62456  
Bus Status: In Service  
Bus Status Comments:

**Body Interior:** Pass  
**Electrical:** Pass  
**Engine:** Pass  
**Suspension - Left Axle 1:** Pass  
**Suspension - Left Axle 2:** Pass  
**Brakes - Left Axle 1:** Pass  
Measurements: 1  
**Brakes - Left Axle 2:** Pass  
Measurements: 1

**Safety/Gauges:** Pass  
**Body Exterior:** Pass  
**Chassis:** Pass  
**Suspension - Right Axle 1:** Pass  
**Suspension - Right Axle 2:** Pass  
**Brakes - Right Axle 1:** Pass  
Measurements: 1  
**Brakes - Right Axle 2:** Pass  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Dustin Hatfield  
Inspection Certified By: OWNER

Certification Date: 03/23/2023



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### Bus Inspection Report

Inspection Date: 03/23/2023      Inspection Type: Annual      Sticker No: TN128437  
In Service Date: 10/01/2019      VIN: 1BABNCSA2LF366586      Body Build Date: 06/01/2019

Childcare Facility: \_\_\_\_\_ Childcare Facility License #: \_\_\_\_\_  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Vehicle Type: D      Body Make: Blue Bird  
Mileage: 39229      Registration #: CB63094  
Brake System: Air      Bus Status: In Service  
Bus Status Comments: \_\_\_\_\_

**Body Interior: Pass**      **Safety/Gauges: Pass**  
**Electrical: Pass**      **Body Exterior: Pass**  
**Engine: Pass**      **Chassis: Pass**  
**Suspension - Left Axle 1: Pass**      **Suspension - Right Axle 1: Pass**  
**Suspension - Left Axle 2: Pass**      **Suspension - Right Axle 2: Pass**  
**Brakes - Left Axle 1: Pass**      **Brakes - Right Axle 1: Pass**  
    Measurements: 1      Measurements: 1  
**Brakes - Left Axle 2: Pass**      **Brakes - Right Axle 2: Pass**  
    Measurements: 1      Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Dustin Hatfield  
Inspection Certified By: OWNER

Certification Date: 03/23/2023





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### Bus Inspection Report

Inspection Date: 03/23/2023  
In Service Date: 07/01/2015

Inspection Type: Annual  
VIN: 1BABNCPA3GF317198

Sticker No: TN128440  
Body Build Date: 01/01/2015

Childcare Facility:

Childcare Facility License #:

School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Vehicle Type: D  
Mileage: 119819  
Brake System: Air

Body Make: Blue Bird  
Registration #: CB60757  
Bus Status: In Service  
Bus Status Comments:

Body Interior: Pass  
Electrical: Pass  
Engine: Pass  
Suspension - Left Axle 1: Pass  
Suspension - Left Axle 2: Pass  
Brakes - Left Axle 1: Pass  
Measurements: 1  
Brakes - Left Axle 2: Pass  
Measurements: 1

Safety/Gauges: Pass  
Body Exterior: Pass  
Chassis: Pass  
Suspension - Right Axle 1: Pass  
Suspension - Right Axle 2: Pass  
Brakes - Right Axle 1: Pass  
Measurements: 1  
Brakes - Right Axle 2: Pass  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Dustin Hatfield  
Inspection Certified By: OWNER

Certification Date: 03/23/2023



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### Bus Inspection Report

Inspection Date: 03/23/2023  
In Service Date: 03/01/2015

Inspection Type: Annual  
VIN: 1BABNBPA5GF316628

Sticker No: TN128438  
Body Build Date: 12/01/2014

Childcare Facility:  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Childcare Facility License #:

Vehicle Type: D  
Mileage: 120237  
Brake System: Air

Body Make: Blue Bird  
Registration #: CB50864  
Bus Status: In Service  
Bus Status Comments:

**Body Interior: Pass**  
**Electrical: Pass**  
**Engine: Pass**  
**Suspension - Left Axle 1: Pass**  
**Suspension - Left Axle 2: Pass**  
**Brakes - Left Axle 1: Pass**  
Measurements: 1  
**Brakes - Left Axle 2: Pass**  
Measurements: 1

**Safety/Gauges: Pass**  
**Body Exterior: Pass**  
**Chassis: Pass**  
**Suspension - Right Axle 1: Pass**  
**Suspension - Right Axle 2: Pass**  
**Brakes - Right Axle 1: Pass**  
Measurements: 1  
**Brakes - Right Axle 2: Pass**  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Dustin Hatfield  
Inspection Certified By: OWNER

Certification Date: 03/23/2023



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY  
*Tennessee Highway Patrol – Pupil Transportation Division*  
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Nashville, Tennessee 37243  
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Fax: 615-253-2280

### Bus Inspection Report

Inspection Date: 03/23/2023  
In Service Date: 05/01/2014

Inspection Type: Annual  
VIN: 1BABJCPA8FF307311

Sticker No: TN128439  
Body Build Date: 05/01/2014

Childcare Facility:  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Childcare Facility License #:

Vehicle Type: D  
Mileage: 118600  
Brake System: Air

Body Make: Blue Bird  
Registration #: CB60767  
Bus Status: In Service  
Bus Status Comments:

**Body Interior:** Pass  
**Electrical:** Pass  
**Engine:** Pass  
**Suspension - Left Axle 1:** Pass  
**Suspension - Left Axle 2:** Pass  
**Brakes - Left Axle 1:** Pass  
Measurements: 1  
**Brakes - Left Axle 2:** Pass  
Measurements: 1

**Safety/Gauges:** Pass  
**Body Exterior:** Pass  
**Chassis:** Pass  
**Suspension - Right Axle 1:** Pass  
**Suspension - Right Axle 2:** Pass  
**Brakes - Right Axle 1:** Pass  
Measurements: 1  
**Brakes - Right Axle 2:** Pass  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

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Inspector: Dustin Hatfield  
Inspection Certified By: OWNER

Certification Date: 03/23/2023



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### Bus Inspection Report

Inspection Date: 03/27/2023      Inspection Type: Annual      Sticker No: TN131214  
In Service Date: 06/01/2011      VIN: 1BAKGCPA6CF282726      Body Build Date: 01/01/2011

Childcare Facility: \_\_\_\_\_ Childcare Facility License #: \_\_\_\_\_  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Vehicle Type: C      Body Make: Blue Bird  
Mileage: 142859      Registration #: CB60774  
Brake System: Air      Bus Status: In Service  
Bus Status Comments: \_\_\_\_\_

Body Interior: Pass      Safety/Gauges: Pass  
Electrical: Pass      Body Exterior: Pass  
Engine: Pass      Chassis: Pass  
Suspension - Left Axle 1: Pass      Suspension - Right Axle 1: Pass  
Suspension - Left Axle 2: Pass      Suspension - Right Axle 2: Pass  
Brakes - Left Axle 1: Pass      Brakes - Right Axle 1: Pass  
Measurements: 1      Measurements: 1 1/8  
Brakes - Left Axle 2: Pass      Brakes - Right Axle 2: Pass  
Measurements: 1      Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Chris Jarnigan  
Inspection Certified By: OWNER

Certification Date: 03/27/2023



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY  
*Tennessee Highway Patrol – Pupil Transportation Division*  
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### Bus Inspection Report

Inspection Date: 03/24/2023      Inspection Type: Annual      Sticker No: TN131212  
In Service Date: 03/01/2013      VIN: 1BDBNCPA2EF299129      Body Build Date: 03/01/2013

Childcare Facility:      Childcare Facility License #:  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Vehicle Type: D      Body Make: Blue Bird  
Mileage: 119986      Registration #: CB63099  
Brake System: Air      Bus Status: In Service  
Bus Status Comments:

**Body Interior: Pass**      **Safety/Gauges: Pass**  
**Electrical: Pass**      **Body Exterior: Pass**  
**Engine: Pass**      **Chassis: Pass**  
**Suspension - Left Axle 1: Pass**      **Suspension - Right Axle 1: Pass**  
**Suspension - Left Axle 2: Pass**      **Suspension - Right Axle 2: Pass**  
**Brakes - Left Axle 1: Pass**      **Brakes - Right Axle 1: Pass**  
    Measurements: 1      Measurements: 1  
**Brakes - Left Axle 2: Pass**      **Brakes - Right Axle 2: Pass**  
    Measurements: 1      Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Chris Jarnigan

Inspection Certified By: OWNER

Certification Date: 03/24/2023



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY  
*Tennessee Highway Patrol – Pupil Transportation Division*  
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Fax: 615-253-2280

### Bus Inspection Report

Inspection Date: 03/27/2023  
In Service Date: 12/01/2016

Inspection Type: Annual  
VIN: 1BABNBPA5JF336062

Sticker No: TN131213  
Body Build Date: 09/01/2016

Childcare Facility:  
School System: ANDERSON COUNTY  
Bus Owner: CLAXTON BUS LINES INC.

Childcare Facility License #:

Vehicle Type: D  
Mileage: 106966  
Brake System: Air

Body Make: Blue Bird  
Registration #: CB50841  
Bus Status: In Service  
Bus Status Comments:

Body Interior: Pass  
Electrical: Pass  
Engine: Pass  
Suspension - Left Axle 1: Pass  
Suspension - Left Axle 2: Pass  
Brakes - Left Axle 1: Pass  
Measurements: 1  
Brakes - Left Axle 2: Pass  
Measurements: 1

Safety/Gauges: Pass  
Body Exterior: Pass  
Chassis: Pass  
Suspension - Right Axle 1: Pass  
Suspension - Right Axle 2: Pass  
Brakes - Right Axle 1: Pass  
Measurements: 1  
Brakes - Right Axle 2: Pass  
Measurements: 1

**General Remarks:**

**SCHOOL BUS NOTE:** All OUT-OF-SERVICE deficiencies must be corrected before the vehicle can continue in service. All other deficiencies must be repaired within 30 days or earlier. I have no additional knowledge about the mechanical condition of this bus that would result in an unsafe declaration by the inspector.

**CHILDCARE FACILITY NOTE:** This original inspection MUST be on file at your Child Care Center. A copy MUST be placed in the vehicle. ALL unsatisfactory items must be corrected prior to transporting children.

Inspector: Chris Jarnigan  
Inspection Certified By: OWNER

Certification Date: 03/27/2023

# Interactive Moving Violation Records

## Results

WVR RESULTS as of 02/27/2023 at 12:48:10 PM

RUSSELL, MELINDA RAE  
154 PHILLIP FREEMAN LN  
CLINTON, TN 37718



Driver License Number 114984639  
Original Issue Date 05/20/2009  
Issue Date 02/23/2023  
Expire Date 02/23/2031  
Permit Issue Date  
Permit Expire Date

License Type 3\*\*\*  
Permit Type  
MCDL Status VAL  
CDL Status LIC  
CDLP Status LIC  
Restrictions E, M  
Endorsements P, S  
Permit Restrictions  
Permit Endorsements

Sex F  
Birth Date 08/15/1993  
Race W

Height 5'04"  
Weight 190  
Eyes BR

### Medical Certification Data

Examined by:  
Chris Keese  
Examiner License 24351  
Examiner National Reg  
Number 3745437885  
Examiner Phone (865) 637-  
7962  
NO HISTORY FOR THIS RECORD

Certificate State of Issue TN  
Certificate Issue Date  
07/27/2022  
Certificate Expire Date  
07/27/2024

Self Certification NI  
Certificate Status C  
Certificate Variance 1  
Certificate Date Posted  
01/23/2023

[View Code Listings](#)

age: 1

I hereby certify this to be a true and correct copy of the record on file with this department. 23-0118 Exhibit 1

Financial Responsibility Section  
P.O. Box 945  
Nashville, TN 37202-0945  
Fax: (615) 242-3480  
Phone: (866) 903-7357



Financial  
Responsibility  
Section  
Financial  
Responsibility  
Section



MVR

March 9, 2023

Letter ID: L0761504016  
Account ID: 079796433

CHARLES KANIPE  
PO BOX 134  
BRICEVILLE TN 37710-0134

Lic Issue Date: 01/20/2022  
Prm Issue Date: 00/00/00  
Dr Lic No: 079796433  
Eye Color: Blue  
Height: 5 FT 6 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00  
Lic Expiration Date: 01/20/2030  
Prm Expiration Date: 00/00/00  
Birthdate: 01/29/1977  
Hair Color: Brown  
Weight: 235  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Real ID: No  
Lic Class: A  
Permit Class:  
Original Issue Date: 01/29/1998  
Sex: Male  
Race: White  
CDLP Status: License I  
CDLP Eligibility: 00/00/00

Lic Restrictions: M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Tim Oesch, Medical Doctor  
Med Examiner Lic: 18174  
Med Examiner Phone: (865) 690-5811  
Med Expire Date: 05/03/2023  
Med Status: Certified  
Contains Offense Activity From 03/09/2020

Med License State: Tennessee  
Med Examiner Registry: 1101030538

Med Issue Date: 05/03/2022  
Med Variance :  
Former State/Lic No: Unknown

Med Post Date: 05/10/2022  
Med Self Code: Non-expected Interstate

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
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No violations for this record.

\*\*Last Page\*\*



age: 1

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Financial Responsibility Section  
P.O. Box 945  
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Phone: (866) 903-7357



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Section  
Financial  
Responsibility  
Section



Department of  
**Safety &  
Homeland Security**

MVR

March 9, 2023

Letter ID: L1234051344  
Account ID: 145172593

WENDY BERRYMAN  
134 JARNIGAN CHAPEL RD  
CLINTON TN 37716-5793

Lic Issue Date: 02/13/2023  
Prm Issue Date: 00/00/00

Lic Expiration Date: 07/31/2028  
Prm Expiration Date: 00/00/00

Real ID: Yes  
Lic Class: B  
Permit Class:

Dr Lic No: 145172993  
Eye Color: Blue  
Height: 5 FT 6 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Birthdate: 12/05/1974  
Hair Color: Blonde  
Weight: 203  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Original Issue Date: 06/25/2020  
Sex: Female  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Lic Restrictions: No Manual Transmission Equipped CMV, Corrective Lenses, M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Passenger

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Tim Oesch, Medical Doctor  
Med Examiner Lic: MD18174  
Med Examiner Phone: (865) 609-5811  
Med Expire Date: 09/16/2024  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 1101030538

Med Issue Date: 09/16/2022  
Med Variance: Corrective Lenses/line

Med Post Date: 09/27/2022  
Med Self Code: Non-exceeded Interstate

Contains Offense Activity From 03/09/2020 Former State/Lic No: CO/920124782

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
	06/25/2020	06/25/2020		Anderson Driver Service Center	743326312

TRANSFERRED LICENSE TO TENNESSEE FROM COLORADO ON 6/25/2020

\*\*Last Page\*\*

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Financial Responsibility Section



MVR

March 20, 2023

Letter ID: L0190486800  
Account ID: 051987896

DONALD UNDERWOOD  
169 HELMS FERRY RD  
SHARPS CHAPEL TN 37866-2737

Lic Issue Date: 08/20/2021  
Prm Issue Date: 00/00/00  
Dr Lic No: 051987896  
Eye Color: Brown  
Height: 5 FT 6 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Lic Expiration Date: 08/20/2029  
Prm Expiration Date: 00/00/00  
Birthdate: 08/18/1961  
Hair Color: Brown  
Weight: 260  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Real ID: Yes  
Lic Class: B  
Permit Class:  
Original Issue Date: 12/03/2001  
Sex: Male  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Lic Restrictions: M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Tim Oesch, Medical Doctor  
Med Examiner Lic: 18174  
Med Examiner Phone: (865) 690-5811  
Med Expire Date: 04/19/2024  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 1001032530

Med Issue Date: 04/19/2022  
Med Variance :

Med Post Date: 04/19/2022  
Med Self Code: Non-accepted Interstate

Contains Offense Activity From 03/20/2020 Former State/Lic No: Unknown

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
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No violations for this record.

\*\*Last Page\*\*

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MVR

March 20, 2023

Letter ID: L1935317264  
Account ID: 049376855

HELEN SMITH  
226 BULL RUN RD  
POWELL TN 37849-7233

Lic Issue Date: 06/15/2018  
Prm Issue Date: 00/00/00  
Dr Lic No: 049376855  
Eye Color: Blue  
Height: 5 FT 4 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Lic Expiration Date: 06/15/2026  
Prm Expiration Date: 00/00/00  
Birthdate: 08/11/1958  
Hair Color: Blonde  
Weight: 198  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Real ID: No  
Lic Class: B  
Permit Class:  
Original Issue Date: 08/12/2003  
Sex: Female  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Lic Restrictions: M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Justin Cecil, Physician Assistant  
Med Examiner Lic: 1552  
Med Examiner Phone: (865) 986-3283  
Med Expire Date: 07/23/2023  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 6673796176

Med Issue Date: 07/15/2022  
Med Variance : Corrective Lenses\line

Med Post Date: 08/23/2022  
Med Self Code: Non-expected  
Interstate

Contains Offense Activity From 03/20/2020 Former State/Lic No: Unknown

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
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No violations for this record.

\*\*Last Page\*\*

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MVR

March 20, 2023

Letter ID: L1264228624  
Account ID: 042904511

PATRICIA SANFORD  
162 LANES BLUFF RD  
CLINTON TN 37716-4906

Lic Issue Date: 02/18/2016  
Prm Issue Date: 00/00/00  
Dr Lic No: 042904511  
Eye Color: Blue  
Height: 5 FT 5 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Lic Expiration Date: 02/18/2024  
Prm Expiration Date: 00/00/00  
Birthdate: 04/22/1956  
Hair Color: Brown  
Weight: 160  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Real ID: No  
Lic Class: A  
Permit Class:  
Original Issue Date: 03/12/1997  
Sex: Female  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Lic Restrictions: Corrective Lenses, M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Multiple Trailer, Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Justin Cecil, Physician Assistant  
Med Examiner Lic: 1552  
Med Examiner Phone: (865) 986-3283  
Med Expire Date: 07/14/2024  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 6676796176

Med Issue Date: 07/14/2022  
Med Variance : Corrective Lenses\line

Med Post Date: 07/27/2022  
Med Self Code: Non-expected Interstate

Contains Offense Activity From 03/20/2020 Former State/Lic No: Unknown

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
02/12/2021	02/12/2021	02/16/2021		Anderson County	00102899743

PROPERTY DAMAGE ACCIDENT CRASH REPORT #: 2899743 - NO POINTS ASSESSED

\*\*Tennessee State Law T.C.A. 55-50-204(b) requires the Department of Safety to record all reportable motor vehicle accidents. Accident involvement indicated on this report does not necessarily mean the individual was at fault or given a citation.\*\*

\*\*Last Page\*\*

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MVR

March 20, 2023

Letter ID: L1398446352  
Account ID: 127550026

JEREMIAH HOOK  
3517 STEWART RUN WAY  
POWELL TN 37849-5539

Lic Issue Date: 08/05/2022  
Prm Issue Date: 00/00/00  
Dr Lic No: 127550026  
Eye Color: Blue  
Height: 5 FT 6 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Lic Expiration Date: 08/11/2029  
Prm Expiration Date: 00/00/00  
Birthdate: 04/20/1978  
Hair Color: Brown  
Weight: 220  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Real ID: Yes  
Lic Class: A  
Permit Class:  
Original Issue Date: 01/02/2015  
Sex: Male  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Lic Restrictions: Corrective Lenses, M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Chang Chen, Medical Doctor  
Med Examiner Lic: MD27018  
Med Examiner Phone: (865) 693-6620  
Med Expire Date: 07/26/2023  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 127550026

Med Issue Date: 07/26/2022  
Med Variance : Corrective Lenses\line

Med Post Date: 08/05/2022  
Med Self Code: Non-expected  
Interstate

Contains Offense Activity From 03/20/2020 Former State/Lic No: MO/X205280003

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
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No violations for this record.

\*\*Last Page\*\*

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MVR

March 20, 2023

Letter ID: L1801099536  
Account ID: 105878265

DEBORAH PURKEY  
153 HUNLEY DABNEY LN  
CLINTON TN 37716-6345

Lic Issue Date: 12/27/2021  
Prm Issue Date: 00/00/00  
Dr Lic No: 105878265  
Eye Color: Brown  
Height: 5 FT 7 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Lic Expiration Date: 03/11/2027  
Prm Expiration Date: 00/00/00  
Birthdate: 04/11/1954  
Hair Color: Brown  
Weight: 200  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 12/18/2026

Real ID: Yes  
Lic Class: A  
Permit Class:  
Original Issue Date: 10/27/2004  
Sex: Female  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Lic Restrictions: Corrective Lenses, M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Hazardous Material, Multiple Trailer, Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Tiffany Coffey, Advance Practice Nurse  
Med Examiner Lic: 21617  
Med Examiner Phone: (865) 293-4269  
Med Expire Date: 08/04/2024  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 1686775416

Med Issue Date: 08/04/2022  
Med Variance : Corrective Lenses/line

Med Post Date: 08/10/2022  
Med Self Code: Non-expected Interstate

Contains Offense Activity From 03/20/2020 Former State/Lic No: OH/RQ775962

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
11/18/2022	11/18/2022	11/21/2022		Anderson County	00103485603

PERSONAL INJURY ACCIDENT CRASH REPORT #: 3485603 - NO POINTS ASSESSED

\*\*Tennessee State Law T.C.A. 55-50-204(b) requires the Department of Safety to record all reportable motor vehicle accidents. Accident involvement indicated on this report does not necessarily mean the individual was at fault or given a citation.\*\*

\*\*Last Page\*\*

<http://www.tn.gov/safety/>

Department's Mission: "To serve, secure, and protect the people of Tennessee."

SM0045

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Financial Responsibility Section  
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MVR

March 20, 2023

Letter ID: L1801099536  
Account ID: 105878265

DEBORAH PURKEY  
153 HUNLEY DABNEY LN  
CLINTON TN 37716-6345

Lic Issue Date: 12/27/2021  
Prm Issue Date: 00/00/00  
Dr Lic No: 105878265  
Eye Color: Brown  
Height: 5 FT 7 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00  
Lic Expiration Date: 03/11/2027  
Prm Expiration Date: 00/00/00  
Birthdate: 04/11/1954  
Hair Color: Brown  
Weight: 200  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 12/18/2026  
Lic Restrictions: Corrective Lenses, M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Hazardous Material, Multiple Trailer, Passenger, School Bus

Real ID: Yes  
Lic Class: A  
Permit Class:  
Original Issue Date: 10/27/2004  
Sex: Female  
Race: White  
CDLP Status: Licensed  
CDLP Eligibility: 00/00/00

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Tiffany Coffey, Advance Practice Nurse  
Med Examiner Lic: 21617  
Med Examiner Phone: (865) 293-4269  
Med Expire Date: 08/04/2024  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 1686775416

Med Issue Date: 08/04/2022  
Med Variance : Corrective Lenses\line

Med Post Date: 08/10/2022  
Med Self Code: Non-accepted Interstate

Contains Offense Activity From 03/20/2020 Former State/Lic No: OH/RQ775962

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
11/18/2022	11/18/2022	11/21/2022		Anderson County	00103485603

PERSONAL INJURY ACCIDENT CRASH REPORT #: 3485603 - NO POINTS ASSESSED

\*\*Tennessee State Law T.C.A. 55-50-204(b) requires the Department of Safety to record all reportable motor vehicle accidents. Accident involvement indicated on this report does not necessarily mean the individual was at fault or given a citation.\*\*

\*\*Last Page\*\*



age: 1

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23-0118 Exhibit 1

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MVR

March 9, 2023

Letter ID: L1422696720  
Account ID: 073624932

SUSAN DAVIS  
209C HOLDERFORD RD  
KINGSTON TN 37763-5449

Lic Issue Date: 08/17/2022  
Prm Issue Date: 00/00/00  
Dr Lic No: 073624932  
Eye Color: Brown  
Height: 5 FT 4 IN  
Non-CDL Status: Valid  
Non-CDL Eligibility: 00/00/00

Lic Expiration Date: 08/17/2030  
Prm Expiration Date: 00/00/00  
Birthdate: 03/03/1974  
Hair Color: Brown  
Weight: 200  
CDL Status: Licensed  
CDL Eligibility: 00/00/00  
Hazmat Expire Date: 00/00/00

Real ID: No  
Lic Class: B  
Permit Class:  
Original Issue Date: 11/12/1997  
Sex: Female  
Race: White  
CDLP Status: License 1  
CDLP Eligibility: 00/00/00

Lic Restrictions: No Manual Transmission Equipped CMV, Corrective Lenses, M - Passenger Allowed > 26000 (55)  
Lic Endorsements: Passenger, School Bus

Permit Restrictions:  
Permit Endorsements:

Med Examiner Name: Tim Oesch, Medical Doctor  
Med Examiner Lic: MD18174  
Med Examiner Phone: (865) 690-5811  
Med Expire Date: 07/12/2024  
Med Status: Certified

Med License State: Tennessee  
Med Examiner Registry: 1101030538

Med Issue Date: 07/12/2022  
Med Variance: Corrective Lenses/w/line

Med Post Date: 07/29/2022  
Med Self Code: Non-excepted Interstate

Contains Offense Activity From 03/09/2020 Former State/Lic No: Unknown

<u>Offense Date</u>	<u>Conviction or Action Date</u>	<u>Date Received</u>	<u>ACD Code</u>	<u>Location/Court</u>	<u>Locator Number</u>
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No violations for this record.

\*\*Last Page\*\*







# CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Reports](#) | [Manage](#)

## Query Detail

### Query Overview

**Employer Conducting Query:** Claxton Bus Lines Inc

**Query Result:** Driver Not Prohibited

**Query Status:** Completed (3/10/2023 13:26:23)

**Conducted By:** Helen Smith    **Query Type:** Limited    **Query Submitted:** Manually

#### Driver Information

**Name:** CHARLES KANIPE  
**Date of Birth:** 1/29/1977  
**CDL/CLP :** US-TN-079796433

#### Consent Information

General consent provided outside of the Clearinghouse

#### Query History

**Created:** 3/10/2023 13:26:23  
**Limited Completed:** 3/10/2023 13:26:23  
**Query Result:** Driver Not Prohibited

3/10/2023 13:26:23

[The Return-to-Duty Process](#)

3/10/2023 13:26:23

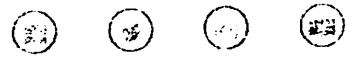
3/10/2023 13:26:23

3/10/2023 13:26:23

3/10/2023 13:26:23

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3/10/2023 13:26:23

# CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Reports](#) | [Manage](#)

## Query Detail

### Query Overview

**Employer Conducting Query:** Claxton Bus Lines Inc

**Query Result:** Driver Not Prohibited

**Query Status:** Completed (3/10/2023 13:18:00)

**Conducted By:** Helen Smith    **Query Type:** Limited    **Query Submitted:** Manually

#### Driver Information

**Name:** DEBORAH PURKEY  
**Date of Birth:** 4/11/1954  
**CDL/CLP :** US-TN-105878265

#### Consent Information

General consent provided outside of the Clearinghouse

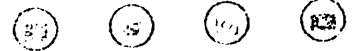
#### Query History

**Created:** 3/10/2023 13:17:59  
**Limited Completed:** 3/10/2023 13:18:00  
**Query Result:** Driver Not Prohibited

SEARCH RESULTS

[The Return-to-Duty Process](#)

SEARCH RESULTS



SEARCH RESULTS

SEARCH RESULTS

SEARCH RESULTS

SEARCH RESULTS

SEARCH RESULTS

# CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Reports](#) | [Manage](#)

## Query Detail

### Query Overview

**Employer Conducting Query:** Claxton Bus Lines Inc

**Query Result:** Driver Not Prohibited

**Query Status:** Completed (3/10/2023 13:20:30)

**Conducted By:** Helen Smith    **Query Type:** Limited    **Query Submitted:** Manually

#### Driver Information

**Name:** JEREMIAH HOOK  
**Date of Birth:** 4/20/1978  
**CDL/CLP :** US-TN-127550026

#### Consent Information

General consent provided outside of the Clearinghouse

#### Query History

**Created:** 3/10/2023 13:20:30  
**Limited Completed:** 3/10/2023 13:20:30  
**Query Result:** Driver Not Prohibited

Return to Duty

The Return-to-Duty Process

Return to Duty



Return to Duty  
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Return to Duty











**Claxton Bus Lines, Inc.**

**2628 Clinton Hwy.**

**Powell, TN 37849**

**Telephone (865) 945-3074 – Fax (888)-674-8386**

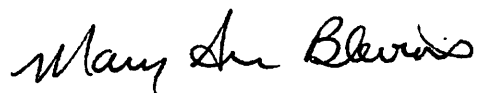
**claxtonbus1@gmail.com**

**May 5, 2023**

**To Whom It May Concern:**

**Claxton Bus Lines, Inc. has provided transportation to the students of Anderson County since 1976.**

**Our well maintained 2 bay garage, dispatch and business offices are located on a secure lot at 2628 Clinton Highway one mile from Claxton Elementary School.**



**Mary Ann Blevins**

**President**

**Claxton Bus Lines, Inc.**

**2628 Clinton Hwy.**

**Powell, TN 37849**

**865-945-3074**

23-0118 Exhibit 1

**Claxton Bus Lines, Inc.**

**2628 Clinton Hwy.**

**Powell, TN 37849**

**Telephone (865) 945-3074 - Fax (888)-674-8386**

**claxtonbus1@gmail.com**

**CLAXTON BUS LINES, INC. MANAGEMENT TEAM**

**Driver and Routes Manager/ Dispatch/Driver**

**Kay Smith**

**Office 865-945-3074**

**Cell 865-604-1598**

**President/Shop Manager**

**Mary Ann Blevins**

**Office 865-945-3074**

**Cell 606-620-6833**

**CFO/Driver**

**Don Underwood**

**Office 865-945-3074**

**Cell 865-621-0162**

23-0118 Exhibit 1

**Claxton Bus Lines, Inc.**

**2628 Clinton Hwy.**

**Powell, TN 37849**

**Telephone (865) 945-3074 – Fax (888)-674-8386**

**claxtonbus1@gmail.com**

**CLAXTON BUS LINES, INC. HIRING PROCESS**

1. Initial interview
2. Drug screen
3. Background check
4. MVR

Upon receipt of a "passed" drug screen, clean MVR and clear background check applicant is then sent to training which includes 50 hours of classroom studies and 40 hours of actual bus driving to prepare for state written and driving exam.

**CLAXTON BUS LINES, INC. RETENTION RATE**

**80%**



**MEMORANDUM**

**TO:** Cloxto Bus Lines Inc  
Attention: Helen K Smith

**FROM:** Lane Alenton, Tennessee Drug-Free Workplace Program

**SUBJECT:** Drug-Free Workplace Application

**DATE:** March 6, 2023

This is to notify you that your application for participation in the Tennessee Drug-Free Workplace Program has been received and accepted. Pursuant to T.C.A. 50-6-418 and T.C.A. 50-9-101, et sequentia, you are entitled to a five percent (5%) premium credit on your workers' compensation insurance policy. You will begin to accrue the premium discount on a pro rata basis as of the date of our acceptance of your application; this is the date on the application next to the signature of the Commissioner or his designee.

Your workers' compensation insurance provider is being notified of your participation and must apply to your policy the premium credit granted under this program directly upon receipt of notification or make payment for such credit effective after the annual final premium audit has been completed [D-FWP Rules and Regulations, Chapter 0800-2-12-.02(5)].

By accepting this application, the State of Tennessee is not certifying the accuracy or completeness of either your application or your Drug-Free Workplace Program. We are acknowledging receipt of your certification, attested by your signature, that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. 50-9-101, et sequentia, have been met and implemented. We further acknowledge that you may have "made a good faith effort" and may have "complied substantially" with Program requirements and are, therefore, "rebuttably presumed to be entitled" to the benefits of the Program.

A copy of your application is enclosed for your review and records. If you have any questions or need any other information, please contact us at 1-800-332-2667 or 1-615-741-2395. Thank you for your participation in the effort to promote drug-free workplaces in Tennessee.

**PROPOSED COST MAY NOT EXCEED 10% OF CURRENT COST**  
23-0118 Exhibit 1

**Exhibit B - RFP #2348 PRICE SHEET**

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
1	36	37	\$	LCES, LCMS		ACHS Anderson County High School
2	36	40	\$	BES, LCES, LCMS		AES Andersonville Elementary School
3	66	32	\$	LCES, LCMS		BES Briceville Elementary School
4	66	33	\$	NWES, NWMS		CES Clinton Elementary School
5	66	52	\$	NWES, NWMS, GOES		CMS Clinton Middle School
7	78	67	\$ 72,800.00	CES	CMS, CHS	CHS Clinton High School
8	66	81	\$	DVES	CMS, CHS	CRCS Clinch River Community School
9	72	63	\$ <del>78,818.00</del>	CES	CMS, CHS	DVES Dutch Valley Elementary School
10	78	48	\$ <del>78,818.00</del>	CES	CMS, CHS	FES Fairview Elementary School
14	78	50	\$ <del>78,818.00</del>	CES	CMS, CHS	GOES Grand Oaks Elementary School
20	84	53	\$	DVES	CMS, CHS	LCES Lake City Elementary School
21	78	29	\$		CMS, CHS	LCMS Lake City Middle School
23	78	48	\$	NEW, NWM, GOES	CMS, CHS	NES Norris Elementary School
24	72	42	\$	DVES	CMS, CHS	NMS Norris Middle School
25	66	53	\$	LCES, LCMS	ACHS	NWES Norwood Elementary School
26	78	60	\$	NES, NMS	ACHS	NWMS Norwood Middle School
27	66	18	\$ <del>78,818.00</del>		CMS, CHS	
28	78	75	\$ 78,818.00	CES	CMS, CHS	

VENDOR NAME: **Claxton Bus Lines Inc.**

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
29	78	52	\$	AES, NMS	ACHS	ACHS Anderson County High School
30	78	41	\$	NWES, NWMS		AES Andersonville Elementary School
34	78	66	\$ 78,818.00	CES	CMS, CHS	BES Briceville Elementary School
35	66	67	\$	LCES, BES	LCMS, ACHS	CES Clinton Elementary School
37	66	56	\$	AES, NMS	ACHS	CMS Clinton Middle School
40	78	84	\$	GOES	CMS, CHS	CHS Clinton High School
42	66	55	\$	FES, NMS	ACHS	CRCS Clinch River Community School
43	66	47	\$	LCES, LCMS	ACHS	DVES Dutch Valley Elementary School
44	66	81	\$	BES, LCES	LCMS, ACHS	FES Fairview Elementary School
45	78	83	\$	AES, NMS	ACHS	GOES Grand Oaks Elementary School
45E	66	48	\$	NES, NMS	ACHS	LCES Lake City Elementary School
46	78	78	\$	GOES	CMS, CHS	LCMS Lake City Middle School
48	66	93	\$	BES, LCES	LCMS, ACHS	NES Norris Elementary School
50	66	69	\$	BES, LCES	LCMS, ACHS	NMS Norris Middle School
51	78	64	\$ 79,600.00	CES	CMS, CHS	NWES Norwood Elementary School
52	66	76	\$	FES, NMS	ACHS	NWMS Norwood Middle School
54	78	70	\$	AES, NMS	ACHS	
62	72	30	\$	NWES, NWMS		
63	66	33	\$	AES, NMS		
64	78	65	\$ 79,600.00	CES	CMS, CHS	

VENDOR NAME: **Claxton Bus Lines Inc.**

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
65	78	50	\$ 76,600.00	CES	CMS, CHS	ACHS Anderson County High School
66	66	36	\$	BES, LCMS		AES Andersonville Elementary School
74	72	64	\$	GOES	CMS, CHS	BES Briceville Elementary School
75	66	57	\$	LCES, LCMS	ACHS	CES Clinton Elementary School
76	78	34	\$	NWES, NWMS	GOES, CHS	CMS Clinton Middle School
77	66	33	\$	LCES, LCMS		CHS Clinton High School
80	66	51	\$	LCES, LCMS	ACHS	CRCS Clinch River Community School
81	78	56	\$	FES, NMS, ACHS		DVES Dutch Valley Elementary School
82	66	66	\$	FES, NMS	ACHS	FES Fairview Elementary School

23-0118 Exhibit 1

						GOES	Grand Oaks Elementary School
						LCES	Lake City Elementary School
<b>47 TOTAL ROUTES</b>						LCMS	Lake City Middle School
						NES	Norris Elementary School
						NMS	Norris Middle School
						NWES	Norwood Elementary School
						NWMS	Norwood Middle School
<b>ANDERSON COUNTY CAREER &amp; TECHNICAL BUS RUNS</b>							
CTE Run	66	12	\$	CRCS/CHS		CTE	Career & Technical Education
CTE Run	78	12	\$	CHS/ACCTC		**Number of runs depends on student enrollment	
* Total Route Miles Calculated ONLY while students are on the bus							

VENDOR NAME: Claxton Bus Lines Inc.

Attachment 1

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF Tennessee

COUNTY OF Anderson

I state that I am (Title) President of (Name of My Firm) Claxton Bus Lines Inc. and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Claxton Bus Lines Inc., its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

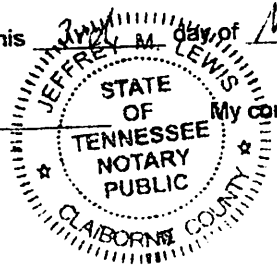
I state that (Name of My Firm) Claxton Bus Lines Inc. understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Walter A. Blew  
Representative's Signature

\_\_\_\_\_  
President  
Title

Sworn to and subscribed before me this 3rd day of May 2023

Jeffrey M. Lewis  
Notary Public



My commission expires 5-21-2024



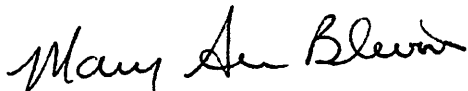
**Claxton Bus Lines, Inc.**  
**2628 Clinton Hwy.**  
**Powell, TN 37849**  
**Telephone (865) 945-3074 – Fax (888)-674-8386**  
**claxtonbus1@gmail.com**

**Claxton Bus Lines, Inc. is a "Women Business Enterprise", Mary Ann Blevins owns 51%.**

**Attached you will find the conveyance of one (1) share of the stock (50%) of Landreth School Bus Service, Inc. from Charlotte Landreth to Mary Ann Blevins and one (1) share of the stock (50%) to Donald Underwood.**

**Following this conveyance Donald Underwood gave 1% of his share to Mary Ann Blevins making her stock interest 51 % of Claxton Bus Lines, Inc. (formally Landreth School Bus Service, Inc.).**

**If further explanation is needed our attorney Brad Hodge of Hagood Moody and Hodge PLC will address any concerns.**



**Mary Ann Blevins**  
**President**  
**Claxton Bus Lines, Inc.**  
**2628 Clinton Hwy.**  
**Powell, TN 37849**  
**865-945-3074**

# DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

## SECTION 6 - DIVERSITY INFORMATION

**VENDOR/CONTRACTOR NAME:** Claxton Bus Lines Inc.

**Type of Company:** (Check One)

Corporation     Partnership     Limited Liability     Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes  No

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_\_\_%
- African American \_\_\_\_\_%
- Hispanic \_\_\_\_\_%
- Asian/Pacific Islander \_\_\_\_\_%
- Other 51% Woman owned (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

**I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

Signature: Mary Ann Blevins OFFICER OF THE COMPANY

Name: Mary Ann Blevins Title: President

### NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF Clairborne

ON 3rd day of May

2023, BEFORE ME Jeffrey M. Lewis

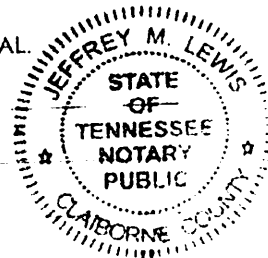
PERSONALLY APPEARED Mary Ann Blevins, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Jeffrey M. Lewis

PRINTED FULL NAME OF NOTARY: Jeffrey M. Lewis

MY COMMISSION EXPIRES: 5-21-2024



THIS INSTRUMENT PREPARED BY:

Bradley H. Hodge, Attorney  
Hagood Moody Hodge PLC  
2100 Riverview Tower  
900 South Gay Street  
Knoxville, TN 37902

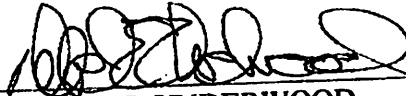
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**ASSIGNMENT AND BILL OF SALE OF STOCK INTEREST**

KNOW ALL MEN BY THESE PRESENTS that DONALD E. UNDERWOOD ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, transferred and delivered unto MARY ANN BLEVINS ("Assignee"), one percent (1%) of Assignor's stock interest in and to LANDRETH SCHOOL BUS SERVICE, INC., a Tennessee corporation.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has signed this document effective the 28<sup>th</sup> day of April, 2017.

  
DONALD E. UNDERWOOD

**IRREVOCABLE STOCK POWER**

**FOR VALUE RECEIVED**, the undersigned does hereby sell, assign, and transfer to MARY ANN BLEVINS all of its right, title and interest in one (1) share of the stock of LANDRETH SCHOOL BUS SERVICE, INC., represented by Certificate No. 100, standing in the name of LARRY R. LANDRETH, who died on September 10, 2010.

Dated: April 25, 2017

THE ESTATE OF LARRY R. LANDRETH

By: Charlotte Landreth  
Charlotte Landreth, Administrator

**IRREVOCABLE STOCK POWER**

**FOR VALUE RECEIVED**, the undersigned does hereby sell, assign, and transfer to DONALD E. UNDERWOOD all of its right, title and interest all of its right, title and interest in one (1) share of the stock of LANDRETH SCHOOL BUS SERVICE, INC., represented by Certificate No. 101, standing in the name of LARRY R. LANDRETH, who died on September 10, 2010.

Dated: April 25, 2017

THE ESTATE OF LARRY R. LANDRETH

By: Charlotte Landreth  
Charlotte Landreth, Administrator

**Attachment 3**  
**BID NUMBER: 2336 – School Bus Contractor Routes**  
**2348**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
 (Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
 Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Vendor Name Claxton Bus Lines Inc.  
 Vendor Address 2628 Clinton Hwy  
Powell  
 City Tennessee 37849  
 State Tennessee Zip 37849  
 Telephone Number 865-945-3074

Contact Person (Please Print) Mary Ann Blevins  
 E-Mail Address Maryann@claxtonbus.com

Taxpayer Identification Number, Social Security or  
 Employer Identification Number:  
62-1141701

State of Tennessee Business License Number:  
 License # \_\_\_\_\_

**I agree to abide by all Terms and Conditions of this  
 Invitation to Bid and certify that I am authorized to sign  
 this bid for the vendor. Failure to include any  
 information mentioned in the bid or to comply with  
 these bid instructions may result in rejection of your  
 entire bid. Signing this form affirms that the original  
 Invitation for Bid document has not been altered in any  
 way.**

**Authorizing Signature:**  
Mary Ann Blevins  
 (Please sign original in blue ink)

**Attachment 4  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- |    |   |   |
|----|---|---|
| 1. | <input checked="" type="checkbox"/> <b>Workers Compensation<br/>Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> <b>Commercial General Liability</b>   | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> Occurrence Form Only<br><input checked="" type="checkbox"/> Include Premises Liability<br><input checked="" type="checkbox"/> Include Contractual<br><input checked="" type="checkbox"/> Include XCU<br><input checked="" type="checkbox"/> Include Products and Completed Operations<br><input checked="" type="checkbox"/> Include Personal Injury<br><input checked="" type="checkbox"/> Include Independent Contractors<br><input checked="" type="checkbox"/> Include Vendors Liability<br><input checked="" type="checkbox"/> Include Professional or E&O Liability |   |

3.  **Business Auto**
- Include Garage Liability
  - Include Garage Keepers Liability
  - Copy of Valid Driver's License
  - Copy of Current Motor Vehicle Record
  - Copy of Current Auto Liability Declarations Page

4.  **Crime Coverages**
- Employee Dishonesty
  - Employee Dishonesty Bond

5.  **Property Coverages**
- Builders Risk
  - Inland Marine
  - Transportation

6.  Performance Bond Required -- A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This MUST be submitted before purchase order issued.


**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Claxton Bus Lines Inc.  
 \_\_\_\_\_  
 Vendor Name

Mary Ann Blevins  
 \_\_\_\_\_  
 Bid Representative Name (Please Print)

  
 \_\_\_\_\_  
 Authorized Signature

5-09-23  
 \_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (865)281-7722 BRADLEY INSURANCE AGENCY  PO BOX 12215 5210-B SCHUBERT ROAD KNOXVILLE, TN 37912	CONTACT NAME: PHONE (A/C No., Ext.): E-MAIL: ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED CLAXTON BUS LINES INC 2628 CLINTON HWY POWELL, TN 37849	INSURER A: AUTO-OWNERS INSURANCE CO	
	INSURER B: BENCHMARK	
	INSURER C: MOTORIST INSURANCE GROUP	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER (INSR / WVD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5000000181	07/21/22	07/21/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS	X	52-418076-00	07/21/22	07/21/23	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE		195552	07/21/22	07/21/23	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC-044-0047364	08/31/23	08/31/24	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 ANDERSON COUNTY GOVERNMENT IS LISTED AS ADDITIONAL INSURED ON THE COMMERCIAL AUTO

<b>CERTIFICATE HOLDER</b> ANDERSON COUNTY GOVERNMENT 100 N MAIN ST STE 214  CLINTON TN 37718	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## Attachment 5

Rev. December 6, 2007

**BACKGROUND CHECK COMPLIANCE FORM****ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT  
100 N. MAIN STREET, ROOM 214 or 218  
CLINTON, TN 37716  
(865) 457-6251  
(865) 457-6252 (Fax)

BID NUMBER

2348

CONTRACT NUMBER

**BACKGROUND CHECKS.** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Claxton Bus Lines Inc.

Address

2628 Clinton Hwy

City, State, Zip Code

Powell, TN 37849

Telephone Number

( 865 ) -945-3074

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature

*Mary Ann Blevins*

Title President

Printed Name:

Mary Ann Blevins

Date

May 10, 2023

(Please Print Clearly)

(Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips

Phone No.: 423-324-5783

Bus Lines Routes No.: 48 & 50

Contract Period: 7/1/2023 – 6/30/2029 with the option to renew by mutual agreement from both parties for six-one year terms.

Amounts per Year:

Route 48: \$88,511.45

Route 50: \$98,194.18

**THIS AGREEMENT** made and entered into on this by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and William Scotty Phillips, (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws,

rules, regulations and School Board policies which apply to the services to be provided under this contract.

4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

**WITNESSETH**

In view of the foregoing, and in consideration of the mutual promises and conditions contained herein, the Board and the Contractor have agreed, and by the execution of this written agreement do intend to set their agreement down in writing, as hereinafter set out and agreed to by the parties in this contract.

- A. The Contractor agrees to operate a school bus for the purpose of transporting school students to and from school, at the time and along a specified bus route or routes, which is, or are described in hereof and per Response to RFP#2348, Exhibit 1. All buses used shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The board assumes no liability for the actions of school bus drivers, trainees, or other employees of the contractor.
- B. The base contract amount to be paid to the Contractor by the Board for these services shall be calculated on the basis of his/her bid price for the attached route. The base contract mileage shall be the mileage from the place where the first child is picked up in route to the school, or other location to where the last child is delivered. Mileage between runs is not to be included in determining mileage. In the event of a change in the base contract mileage, payment to the Contractor shall be calculated according to the following formula:
 

$$40\% \times \text{Bid Price} / \text{Specified Contract Miles per Day} / 176 \times \text{Number of Miles Increased (or Decreased) for the year or the amount of days remaining on the contract.}$$
- C. For the purpose of calculating mileage under this agreement, the miles identified in the attached route description shall be controlling unless mileage is increased or decreased by Board action subsequent to the execution of contracts. In the event of such increase or decrease, a written amendment to this contract shall be entered into by the parties, and the mileage shown in said amendment shall be controlling.

- D. For the purpose of determining the daily rate described in Items B and C, it shall be assumed that the school year lasts for a period of no less than 180 days, but should the school year be less than 180 days, then the contractor shall still receive guaranteed payment for 176 days. The pay for the 176 guaranteed days shall be calculated at the daily rate set forth in Item B, above. There will be ten (10) equal payments of the contract price to be paid on or before the 25<sup>th</sup> of each month beginning in August and ending in May.
- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January 12<sup>th</sup> of the previous school year, and the corresponding index for the successive January 12<sup>th</sup> shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid. The increase will not go below 2% or above 4% even if the CPI change is less or more than these amounts.
- F. The Board will meet with each contractor separately on a quarterly basis to adjust fuel payments based on the average price of diesel in Anderson County. For each \$0.15 increase in cost the Board will pay an additional \$0.05 cents per mile. Should diesel prices increase \$0.50 or more prior to the quarterly meeting, the Board will meet with the contractor to make an immediate adjustment. Said adjustment will be considered in the quarterly figures. Adjustment meetings will be scheduled the first business day in July, October, January and April.
- G. All replacement buses must be Type I, and all replacements must be no older than five (5) years, unless such requirements are waived by the Board, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. Maximum age allowed for a school bus operating in Anderson County is eighteen (18) years from the build date.
- H. All buses used to transport Anderson County School students will be equipped with a minimum of 1 (one) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students on the bus. Said video will be available upon request by school administrators but will never be shown by the contractor or his/her agent outside school controls. (Including to parents)

- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provide with copies on such policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer **shall** be evidenced by written instrument amendment or other provision in insurance contract.
- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County

Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.

- N. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be available for inspection by the Director of Transportation 30 days prior to the first day of school.
- O. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.
- P. Contracts shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. Contracts may be extended by one (1) year for six (6) additional years. It is expressly understood that if the Contractor cannot fulfill the terms of their contract, and upon Board approval, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations that he/she may have under this agreement. All the above referenced assignments and/or sales require the approval of the Board subject to Item FF. Any Contractor that notifies the Board by March 31<sup>st</sup> may be relieved of the contract at the end of the school year.
- Q. This agreement constitutes the entire agreement of the parties. This agreement shall be binding upon the contractors, sub-contractors, employees and their respective heirs, executor's, administrators and assigns.
- R. Disciplinary actions or measures involving contractors or bus drivers shall involve any of the following: written reprimand, written suspension, written

discharge or temporary oral suspension on grounds set forth hereinafter. The Anderson County Board of Education shall not suspend or discharge any contract without good cause. Whenever a suspension or discharge is issued, the Contractor may contest the suspension or discharge by use of the grievance procedure provided in Item R. The Anderson County Board of Education, acting through Director of Transportation, may orally suspend a Contractor temporarily for a period of twenty-four (24) hours pending formal notification through written process of the basis for complaint. Cell phone usage during the operation of a school bus, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)

- S. In any case where the grounds for the grievance arise from a written suspension or discharge of a Contractor, said Contractor shall have the right to appear before the Anderson County Board of Education at its next regularly scheduled meeting to discuss or refute the charges. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor within fifteen (15) days prior to the hearing. Should the charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- U. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- V. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- W. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- X. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this

Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

- Y. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- Z. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- AA. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- BB. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.
- CC. **Exhibits:** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.
- DD. **Multiple Counterparts: Effectiveness:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.
- EE. **Jurisdiction:** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.
- FF. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- GG. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- HH. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.



- II. Titles and Subtitles:** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.
- JJ. Assignment:** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.
- KK. Further Documentation:** The parties agree for themselves and their successors and assign to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.
- LL. Appropriated Funds:** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- MM. Non-discrimination:** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
- NN. Equal Employment Opportunity:** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
- OO. Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

William Scotty Phillips 6-5-23  
Signature Date

William Scotty Phillips  
Printed Name

Owner  
Title

William Scotty Phillips  
Name of Company

6441 New River Hwy  
Address

Devonia, Tennessee 37710  
City, State, Zip

**ANDERSON COUNTY BOARD  
OF EDUCATION:**

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Board of Education Chairman

**ANDERSON COUNTY  
GOVERNMENT:**

\_\_\_\_\_  
Finance Director

Approved as to Legal Form

\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

Attachment 1

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF Tennessee

COUNTY OF Anderson

I state that I am (Title) Owner of (Name of My Firm) William Scotty Phillips and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

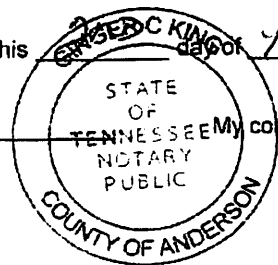
- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) William Scotty Phillips, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) William Scotty Phillips understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

William Scotty Phillips Representative's Signature Title Owner

Sworn to and subscribed before me this 25th day of May, 2023.

Ginger C King  
Notary Public



My commission expires: Ginger C King  
My commission expires June 24, 2023

Attachment 2

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 - DIVERSITY INFORMATION**

**VENDOR/CONTRACTOR NAME:** William Scotty Phillips

**Type of Company:** (Check One)

( ) Corporation ( ) Partnership ( ) Limited Liability (  ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_%
- African American \_\_\_%
- Hispanic \_\_\_%
- Asian/Pacific Islander \_\_\_%
- Other \_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: William Scotty Phillips OFFICER OF THE COMPANY

Name: William Scotty Phillips Title: Owner

**NOTARY ACKNOWLEDGEMENT:**

STATE OF Tennessee

COUNTY OF Anderson

ON May 02, 2023, BEFORE ME, Ginger C King.

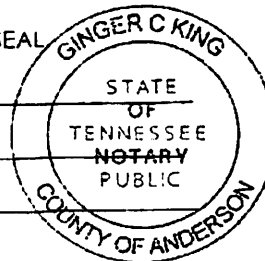
PERSONALLY APPEARED William Scotty Phillips, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: Ginger C King

PRINTED FULL NAME OF NOTARY: Ginger C King

MY COMMISSION EXPIRES: \_\_\_\_\_  
Ginger C King  
My commission expires  
June 24, 2023      2



**Attachment 3**  
**BID NUMBER: 2336 - School Bus Contractor Routes**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
(Write "Yes" if received)

Addenda 1 yes      Addenda 2 yes  
 Addenda 3 \_\_\_\_\_      Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

William Scotty Phillips  
Vendor Name

6441 New River Hwy  
Vendor Address

Devonia  
City

Tennessee      37710  
State      Zip

Telephone Number 423-324-5783

William Scotty Phillips  
Contact Person (Please Print)

newriver1@highland.net  
E-Mail Address

Taxpayer Identification Number, Social Security or  
Employer Identification Number:  
409-17-2790

State of Tennessee Business License Number:  
License # 210042489

**I agree to abide by all Terms and Conditions of this  
invitation to Bid and certify that I am authorized to sign  
this bid for the vendor. Failure to include any  
information mentioned in the bid or to comply with  
these bid instructions may result in rejection of your  
entire bid. Signing this form affirms that the original  
invitation for Bid document has not been altered in any  
way.**

**Authorizing Signature:**  
William Scotty Phillips  
(Please sign original in blue ink)

**Attachment 4  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- 1.  **Workers Compensation Employers Liability** Statutory limits  
100,000/100,000/500,000
- 2.  **Commercial General Liability** \$500,000 per occurrence  
\$1,000,000 aggregate
  - Occurrence Form Only
  - Include Premises Liability
  - Include Contractual
  - Include XCU
  - Include Products and Completed Operations
  - Include Personal Injury
  - Include Independent Contractors
  - Include Vendors Liability
  - Include Professional or E&O Liability
- 3.  **Business Auto**
  - Include Garage Liability
  - Include Garage Keepers Liability
  - Copy of Valid Driver's License
  - Copy of Current Motor Vehicle Record
  - Copy of Current Auto Liability Declarations Page
- 4.  **Crime Coverages**
  - Employee Dishonesty
  - Employee Dishonesty Bond
- 5.  **Property Coverages**
  - Builders Risk
  - Inland Marine
  - Transportation
- 6.  Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This MUST be submitted before purchase order issued.

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

William Scotty Phillips  
Vendor Name

William Scotty Phillips  
Authorized Signature

William Scotty Phillips  
Bid Representative Name (Please Print)

May 1 2023  
Date

Attachment 5

Rev. December 6, 2007

# BACKGROUND CHECK COMPLIANCE FORM

## ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT  
 100 N. MAIN STREET, ROOM 214 or 218  
 CLINTON, TN 37716  
 (865) 457-6251  
 (865) 457-6252 (Fax)

**BID NUMBER**

**CONTRACT NUMBER**

**BACKGROUND CHECKS** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

( )

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature William Scotty Phillips Title Owner

Printed Name: William Scotty Phillips Date May 1 2023  
(Please Print Clearly) (Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes

PROPOSED COST MAY NOT EXCEED 10% OF CURRENT COST

23-0119 Exhibit 1

Exhibit B - RFP #2348 PRICE SHEET

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
1	36	37	\$	LCES, LCMS		ACHS Anderson County High School
2	36	40	\$	BES, LCES, LCMS		AES Andersonville Elementary School
3	66	32	\$	LCES, LCMS		BES Briceville Elementary School
4	66	33	\$	NWES, NWMS		CES Clinton Elementary School
5	66	52	\$	NWES, NWMS, GOES		CMS Clinton Middle School
7	78	67	\$	CES	CMS, CHS	CHS Clinton High School
8	66	81	\$	DVES	CMS, CHS	CRCS Clinch River Community School
9	72	63	\$	CES	CMS, CHS	DVES Dutch Valley Elementary School
10	78	48	\$	CES	CMS, CHS	FES Fairview Elementary School
14	78	50	\$	CES	CMS, CHS	GOES Grand Oaks Elementary School
20	84	53	\$	DVES	CMS, CHS	LCES Lake City Elementary School
21	78	29	\$		CMS, CHS	LCMS Lake City Middle School
23	78	48	\$	NEW, NWM, GOES	CMS, CHS	NES Norris Elementary School
24	72	42	\$	DVES	CMS, CHS	NMS Norris Middle School
25	66	53	\$	LCES, LCMS	ACHS	NWES Norwood Elementary School
26	78	60	\$	NES, NMS	ACHS	NWMS Norwood Middle School
27	66	18	\$		CMS, CHS	
28	78	75	\$	CES	CMS, CHS	

VENDOR NAME:

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
29	78	52	\$	AES, NMS	ACHS	ACHS Anderson County High School
30	78	41	\$	NWES, NWMS		AES Andersonville Elementary School
34	78	66	\$	CES	CMS, CHS	BES Briceville Elementary School
35	66	67	\$	LCES, BES	LCMS, ACHS	CES Clinton Elementary School
37	66	56	\$	AES, NMS	ACHS	CMS Clinton Middle School
40	78	84	\$	GOES	CMS, CHS	CHS Clinton High School
42	66	55	\$	FES, NMS	ACHS	CRCS Clinch River Community School
43	66	47	\$	LCES, LCMS	ACHS	DVES Dutch Valley Elementary School
44	66	61	\$	BES, LCES	LCMS, ACHS	FES Fairview Elementary School
45	78	83	\$	AES, NMS	ACHS	GOES Grand Oaks Elementary School
45E	66	48	\$	NES, NMS	ACHS	LCES Lake City Elementary School
46	78	78	\$	GOES	CMS, CHS	LCMS Lake City Middle School
48	66	93	\$ 88,511.45	BES, LCES	LCMS, ACHS	NES Norris Elementary School
50	66	69	\$ 93,194.18	BES, LCES	LCMS, ACHS	NMS Norris Middle School
51	78	64	\$	CES	CMS, CHS	NWES Norwood Elementary School
52	66	76	\$	FES, NMS	ACHS	NWMS Norwood Middle School
54	78	70	\$	AES, NMS	ACHS	
62	72	30	\$	NWES, NWMS		
63	66	33	\$	AES, NMS		
64	78	65	\$	CES	CMS, CHS	

VENDOR NAME:

William Scotty Phillips

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
65	78	50	\$	CES	CMS, CHS	ACHS Anderson County High School
66	66	36	\$	BES, LCMS		AES Andersonville Elementary School
74	72	64	\$	GOES	CMS, CHS	BES Briceville Elementary School
75	66	57	\$	LCES, LCMS	ACHS	CES Clinton Elementary School
76	78	34	\$	NWES, NWMS	GOES, CHS	CMS Clinton Middle School
77	66	33	\$	LCES, LCMS		CHS Clinton High School
80	66	51	\$	LCES, LCMS	ACHS	CRCS Clinch River Community School
81	78	56	\$	FES, NMS, ACHS		DVES Dutch Valley Elementary School
82	66	66	\$	FES, NMS	ACHS	FES Fairview Elementary School



Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillip Phone No.: 423 324-5783  
Route No.: 48 Contract Period:  
Minimum Capacity: 78 Amount: \$ 88,510.36

**THIS AGREEMENT** made and entered into on this    day of           , 20   by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and William Scotty Phillip, (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: *William Scotty Phillips*      Phone No.:  
Route No.: *50*      Contract Period:  
Minimum Capacity: *78*      Amount: *\$98,194.18*

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_, (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

**Tab 1.**

**2016 International IC 78 passenger**

**2018 International IC 78 passenger**

**Preventive maintenance such as brake adjustments, greasing joints, changing oil and tires as needed. Keeping check on all lights, steering joints, and other important parts. Taking care of the bus. Devonia, Tn.**

**More severe maintenance would be done by Rene Brady Mechanics, Onedia, Phillips Trucking, Devonia, Tn or Landmark international, Knoxville, Tn.**

**6441 New River Hwy**

**Devonia, Tn 37710**

**Tab 2,**

**School bus contractor/driver for Campbell County Schools, 1990-2005.**

**School bus contractor/driver for Anderson County Schools, 2006-present.**

**Reference: Anderson County Schools transportation supervisors, Kelly Meyers, Johnny Golden, Amberlee Phillips.**

**Anderson County Schools has current state bus inspections and other certifications/licensures.**

**Tab 3.**

**6441 New River Hwy**

**Devonia, Tn 37710**

**Tab 4.**

**Scotty Phillips**

**6441 New River Hwy**

**Devonia, Tn 37710**

**I make sure they are safe drivers by trying to hire people I have known for years.**

Not everyone is meant to be a bus driver. They need to have the personality to deal with parents and kids. I believe that not every issue requires to be written up. Most of the time, talking to the student or parent can take care of the problem.

Retention rate is 1. First driver hired in 2006, retired 2022. New hire this school year, 2022-2023.

Tab 5.

Two routes. Route #48, \$ 88,511.45 and Route #50 \$ 98,194.18.

Tab 6

Attachments 1, 2, 3, 4, 5, included