

**Anderson County Board of Commissioners  
Purchasing Committee Meeting Agenda  
September 9, 2024  
4:30 p.m.  
Room 312 of the Courthouse**

**Members:** Phil Yager (Committee Chair), Denise Palmer (Co-Chair), Tyler Mayes, Steve Verran and Ebony Capshaw.

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Appearance of Citizens**
- 4. Contracts with Legal Review**
  - A. Covenant Homecare Hospice, EMS, Contract #25-0019** – Three-year Transport Agreement.
  - B. Canon, Sheriff, Contract #25-0032**– Five-year copier lease for \$28.86 per month for Detective Office. Pricing from State Wide Contract.
  - C. Canon, Sheriff, Contract #25-0033**– Five-year copier lease for \$22.16 per month for Patrol Office. Pricing from State Wide Contract.
  - D. Canon, Sheriff, Contract #25-0034**– Five-year copier lease for \$48.91 per month for Training Office. Pricing from State Wide Contract.
  - E. Canon, Sheriff, Contract #25-0035**– Five-year copier lease for \$35.25 per month for Records Office. Pricing from State Wide Contract.
  - F. Canon, Property Assessor, Contract #25-0045**– Five-year copier lease for \$25.15 per month. Pricing from State Wide Contract.
  - G. Canon, Property Assessor, Contract #25-0046**– Five-year copier lease for \$36.12 per month. Pricing from State Wide Contract.
  - H. State of Tennessee, Department of Economic and Community Development, Office of the Mayor, Contract #25-0047** – Twenty-nine-month Grant for the Broadband Ready Communities Adoption Ready Program in the amount of \$100,000.

- I. **Pitney Bowes, Finance Department, Postage Meter Lease, Contract #25-0050** – Five-year postage meter lease for use of all Departments in the Courthouse and Jolley Building for \$345.18 per month. Pricing from NASPO Contract.
- J. **Curriculum Associates, Board of Education, Contract #25-0054** – Three-year Online Assessment and Instruction Software for \$13,350. Sole Source Purchase being fully paid of current fiscal year budget.

## 5. Contracts Pending Legal Review

- A. **eDynamic Learning, Board of Education, Contract #25-0055** – Three-year Online Subscription for the Virtual Business Restaurant Lab License for the ACCTC Program for \$1360.00. Will be fully paid out current fiscal year budget.

## 6. Unfinished Business

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2013 Ford Explorer	Sheriff	Working, starts with a boost	\$500
2009 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400
2015 Dodge Charger	Sheriff	Runs but not drivable, missing parts	\$300
2008 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400
2009 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400
2011 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400
2011 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400

## 7. New Business

**AGREEMENT BETWEEN PROFESSIONAL SERVICE PROVIDER AND  
COVENANT HOMECARE HOSPICE**

**THIS AGREEMENT** (the “Agreement”) is effective as of the Effective Date listed on the signature page hereof and is by and between **COVENANT HOMECARE**, a home care organization furnishing hospice services licensed in the State of Tennessee and located at 3001 Lake Brook Blvd., Suite 101, Knoxville, Tennessee 37909 (“Hospice”), and Anderson County EMS, an individual or organization licensed in the State of Tennessee to furnish the services described on Exhibit A and located at 314 Public Safety Lane PO Box 10, Clinton, TN 37716 (“Consultant”).

**WHEREAS**, Covenant Health Homecare and Hospice has elected to receive hospice care from Hospice;

**WHEREAS**, Hospice wishes to engage Consultant to furnish certain services to Patient; and

**WHEREAS**, Consultant is ready and willing to furnish such services to Patient under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Hospice and Consultant agree as follows:

**1. Services.** Consultant shall furnish to Patient the services described on Exhibit A (the “Services”) in accordance with current professional standards and consistent with the requirements of applicable law. All Services shall be provided in a nondiscriminatory manner without regard to race, color, national origin, or disability. The parties shall coordinate Patient’s care as described in Exhibit A-1; however, Hospice shall retain professional, administrative, fiscal and oversight responsibility for the Consultant staff and Services provided under this Agreement and shall coordinate, supervise, and evaluate all such Services.

**2. General Covenants of Consultant.** Consultant represents and warrants that Consultant has the necessary licenses, certifications, and/or registrations to furnish the Services in the State of Tennessee. Consultant shall (and shall ensure its personnel) continuously comply with the following requirements and obligations throughout the term of this Agreement:

- a. Maintain the necessary licenses, certifications, and/or registrations to furnish the Services in the State of Tennessee;
- b. Provide the Services only as ordered by a physician, as expressly authorized by Hospice, and in accordance with the Patient’s plan of care;
- c. Ensure the Services are furnished in a timely, safe, competent and effective manner on the dates and times needed by Patient;
- d. Participate in the development of the Patient’s plan of care with the attending physician;
- e. Conform to all applicable Hospice policies and procedures and document provision of the Services in compliance with Hospice’s communicated requirements;
- f. Ensure all Consultant personnel furnishing any of the Services: (i) are qualified to furnish such Services, have a current license, certification, and/or registration to furnish the Services in the State of Tennessee, and only furnish services within the scope of such license, certification, and/or registration; (ii) have been subject to criminal background checks covering the previous seven (7) years, and have not been found to have engaged in improper or illegal conduct

relating to the elderly, children or vulnerable individuals, or to any of the Services to be provided under this Agreement; (iii) meet all health requirements standard in the industry, as specified by Hospice; (iv) have been subject to appropriate and lawful substance abuse testing, and have not been found to have engaged in substance abuse; (v) have received training and are provided with necessary equipment and supplies to meet infection control performance guidelines issued by the Occupational Safety and Health Administration and the Centers for Disease Control; (vi) are regularly tested for competence in performance of requested services and are evaluated in performance; and (vii) comply with Hospice's, and state or federal, personnel qualification requirements (including without limitation, the requirements set forth at 42 CFR § 418.114, which are incorporated herein by reference). Upon request, Hospice shall furnish Consultant with evidence of the foregoing;

- g. Submit clinical notes as requested by Hospice and document that Services are furnished in accordance with this Agreement;
- h. Cooperate with Hospice by preparing, maintaining, and submitting such records to assure Hospice will be able to meet the requirements for participation and payment associated with governmental and/or private third party payment programs or plans, including without limitation, Medicare;
- i. Participate in Hospice's quality improvement; performance improvement, and training programs;
- j. Schedule visits and conduct Patient evaluations as requested by Hospice; and
- k. Meet all applicable accreditation, payer, and billing requirements relative to the Services (e.g., all durable medical equipment suppliers must meet the Medicare DMEPOS Supplier Quality and Accreditation Standards).

Consultant shall notify Hospice immediately in the event Consultant's license, certifications, and/or registrations to furnish the Services in the State of Tennessee is suspended or revoked.

**3. Independent Contractor.** Hospice and Consultant are independent contractors in relation to one another. Neither this Agreement nor any part of it shall be construed to constitute the formation of a partnership, joint venture, employment, or master/servant relationship.

**4. Compensation.** Consultant shall submit monthly invoices to Hospice for the Services, and Hospice shall pay Consultant for the Services consistent with the rates set forth in Exhibit B. Consultant shall accept payment from Hospice for the Services as payment in full and shall not charge or collect for the Services from any other party, including Patient or any third-party payer. Hospice shall pay all undisputed amounts to Consultant within thirty (30) days of receipt of invoice.

**5. Insurance; Indemnification.**

a. Throughout the term of this Agreement and for a period of four (4) years after termination of this Agreement, Consultant shall maintain professional liability insurance covering Consultant and each of its personnel furnishing the Services with minimum limits of coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate. Further, throughout the term of this Agreement and for a period of four (4) years after termination of this Agreement, Consultant shall maintain general liability insurance with minimum limits of coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate for damages arising as a result of personal injury or death caused in whole or in part by any act or omission of Consultant or any its personnel. Consultant shall furnish to Hospice certificates of insurance demonstrating the coverage required by this Section on execution of this Agreement. Hospice shall be provided at least thirty (30) days advance written notice prior to any cancellation, nonrenewal, or material change in such coverage. If either the professional or general

liability insurance is of the claims-made type and is subsequently canceled or otherwise terminated, Consultant shall obtain and maintain, tail insurance covering acts or omissions during the term of this Agreement. Said tail insurance shall be maintained in effect for a minimum of four (4) years following the last date on which Services were rendered under this Agreement.

b. Consultant shall indemnify and hold Hospice harmless from any and all claims of liability arising out of the negligent or intentional acts or omissions of Consultant, its employees, subcontractors, personnel, or agents.

c. Hospice shall indemnify and hold Consultant harmless from any and all claims or liability arising out of the negligent or intentional acts or omissions of Hospice, its employees and/or its agents.

#### 6. Term and Termination.

a. This Agreement shall be effective and the term hereof shall commence as of the Effective Date described on the signature page hereof, and unless sooner terminated as hereinafter provided, shall continue for a period of three (3) years from and after such date. Thereafter, this Agreement shall ~~automatically renew for successive three (3) years terms.~~

NO  
Auto  
Renewal  
-RSW

b. Either party may terminate this Agreement at any time during the term of this Agreement upon thirty (30) days prior written notice to the other party.

c. Either party shall have the right to terminate this Agreement if the other party shall breach or default in a material respect in the performance of its duties or obligations hereunder and such material breach or default shall continue for a period of more than thirty (30) days after written notice of such event is given by the nonterminating party.

d. This Agreement shall automatically terminate without notice upon (i) the revocation or suspension of Consultant's license, registration, or certification to furnish the Services in the State of Tennessee, (ii) the charging or conviction of Consultant or its principals of a felony, or (iii) the exclusion of Consultant from any governmental health care program.

e. Hospice shall have the right to terminate this Agreement immediately upon notice to Consultant in the event (a) either Hospice has received an opinion of its counsel that, by reason of the terms or existence of this Agreement, Hospice, Covenant Health or any other entity under the direct or indirect control of Covenant Health (an "Affiliate") or their directors, officers or employees might (i) suffer the loss of tax-exempt status or incur excise taxes under "intermediate sanctions" regulations, (ii) lose the right to participate in Medicare, TennCare (Medicaid) or other governmental reimbursement programs, or (iii) otherwise be in violation of any law, rule or regulation, and (b) Hospice and Consultant are unable to promptly reach an agreement on amendments to this Agreement that, in the opinion of such counsel, would serve to cure such violations and eliminate such risks on the part of Hospice, its Affiliates and/or their directors, officers or employees. If any legislative, judicial, administrative or regulatory change or termination, whether federal or State, which has or will have a significant or adverse impact on any party hereto in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any federal or State law or regulation affecting the performance of this Agreement, the parties agree to renegotiate this Agreement in good faith to comply with the then current law, and if they are unable to do so within thirty (30) days, this Agreement shall automatically terminate. Neither party shall make or receive any payment that would be prohibited under State or federal law.

## 7. **Compliance**

**a. Covenant Health Integrity-Compliance Program.** Consultant acknowledges that Covenant Health and its affiliates, including Hospice, have adopted an integrity-compliance program. Consultant agrees to perform the Services and under this Agreement in a manner that is consistent with the requirements of such program. Hospice has provided or made available to Consultant a copy of its code of conduct, and Consultant understands that the principles and requirements of the guide apply to all of its dealings with Covenant Health and its affiliates. Consultant acknowledges that such compliance program includes not only requirements for compliance with legal requirements, but also ethical standards that apply to employees of Covenant Health and its affiliates, including, without limitation, restrictions on acceptance of gifts, benefits, meals, lodging, travel, and other perquisites from vendors and suppliers. Consultant shall inform those employees, agents, and subcontractors who perform the Services under this Agreement or otherwise are responsible for Consultant's business dealings of the applicable requirements of the code of conduct. Neither Consultant nor any of its employees, agents, or subcontractors shall violate or deviate from such code of conduct in any business dealings with Covenant Health, its affiliates, or the employees or agents of any of them, including, without limitation, by offering inappropriate gifts, benefits, meals, lodging, travel, or other perquisites.

**b. Disclosure and Reporting of Compliance Violations.** Should Consultant obtain information that reasonably leads it to believe there has or may have been a violation of law or of Covenant Health's compliance program by Covenant Health, its affiliates, or any employee or agent of any of them, Consultant shall promptly report and disclose the same to the Covenant Health Integrity-Compliance Office and provide such Office with all information related to such belief. Consultant shall cooperate with the Integrity-Compliance Office in any investigation related to any compliance matters or other actions taken pursuant to Covenant Health integrity-compliance program.

**c. Conflict of Interest Policy.** Consultant acknowledges that Covenant Health and its affiliates have adopted a conflict of interest policy and represents and warrants that it has disclosed to Covenant Health's Integrity-Compliance Office any conflict of interest related to this Agreement known to Consultant arising from any officer, director, or employee of Covenant Health or its affiliates having any ownership, financial or other interest in, or arrangement with, Consultant through which any of such persons might personally benefit under or by reason of this Agreement.

**d. Disclosure to Government.** Nothing in this Agreement is intended nor shall be construed as limiting in any way the right of Consultant to report or disclose to any governmental agency or personnel any information that Consultant is obligated to disclose to the Covenant Health Integrity-Compliance Office pursuant to this Agreement. Consultant agrees, however, to promptly disclose to such Office (a) that a disclosure regarding actual or potential violations of law has been made to a governmental agency or personnel by any officer, director, shareholder, physician employee or management-level employee of Consultant ("Consultant Management"); (b) that it has learned or has reason to believe that such a disclosure has been made by a Consultant employee, subcontractor, or agent who is not a member of Consultant Management; or (c) that any of Consultant's employees, subcontractors, or agents has been questioned by government personnel regarding Covenant Health, any of its affiliates, or any of their employees or agents. Notwithstanding the preceding, Consultant shall have no duty to make any disclosure to the Covenant Health Integrity-Compliance Office that is specifically prohibited or restricted by court order, by a directive of governmental personnel, or by applicable law.

**e. No Referral Inducement.** No part of this Agreement is intended to induce, encourage, solicit, compensate for (either directly or indirectly, on either an in-cash or an in-kind basis) or reimburse for referrals for, or the purchase, lease, order, arrangement (or recommending the same) of, any items or services, including any items or services funded in whole or in part by a state or federal health

care program. No payment made under this Agreement shall be in return for or to induce the referral for items or services, or in return for or to induce the purchase, lease, order, or arrangement (or recommending the same) of items and services, including those paid in whole or in part by state or federal health care programs. The parties hereto acknowledge and agree that the items or services for which the parties have contracted hereunder do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement contemplated herein and that the amount paid or payable for such items or services is a fair market value amount.

**f. No Exclusion/Debarment.** Consultant represents and warrants that (a) Consultant is not currently excluded, debarred or otherwise ineligible to participate in any state or federal health care program or in any federal procurement or nonprocurement program and has not been convicted of a criminal offense related to the provision of health care items or services; and (b) none of Consultant's (i) directors, officers, partners or persons owning more than 5% of Consultant's equity interests or (ii) employees or agents who will directly provide services to Consultant or its patients under this Agreement, are currently excluded, debarred or otherwise ineligible to participate in state or federal health care programs or in federal procurement or nonprocurement programs, nor has any such person been convicted of a criminal offense related to the provision of health care items or services. Consultant agrees to disclose to Consultant any threatened or actual debarment, exclusion, or other event or circumstance that makes or may make Consultant or any of such persons ineligible to participate in a state or federal health care program or federal procurement or nonprocurement program, promptly after receiving notice of such event or circumstance. Consultant shall have the right to terminate this Agreement upon written notice to Consultant in the event of any such debarment, exclusion, or other action.

**g. Compliance with Laws, Rules, and Regulations.** Consultant shall comply with all laws, rules, and regulations applicable to or dealing with performance of services or the provision of goods under this Agreement.

**h. Employees, Agents, and Subcontractors.** Consultant shall require its employees, agents, and subcontractors to, and shall be responsible for any failure by such persons to, observe and comply with the requirements of this Agreement.

**i. Effect of Noncompliance.** Consultant acknowledges that any failure on its part or the part of its employees, agents, or subcontractors to comply with the requirements of this Agreement may seriously and adversely affect Covenant Health and/or its affiliates, including Hospice. Consultant shall indemnify and hold Covenant Health and its affiliates (including Hospice) harmless from any damages (including consequential damages), liabilities, or costs (including attorney fees and court costs) arising from or related to any failure by Consultant, or its employees, agents, or subcontractors, to meet the obligations under this Agreement.

**j. Deficit Reduction Act of 2005.** Consultant acknowledges that Hospice has provided Consultant with a copy of its policy regarding Employee Education about False Claims Recovery (Deficit Reduction Act of 2005), and Consultant agrees to abide by the same as to the work Consultant performs for Hospice. Additionally, Consultant shall disseminate such policy to Consultant's employees and require that its employees abide by the same.

**k. Medicare Audit Language.** In accordance with 42 C.F.R. Part 420, Subpart D, Consultant shall allow the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives access to this Agreement and Consultant's books, documents, and records for the term of this Agreement and the four (4) years following termination of this Agreement. Consultant shall provide Hospice with notice of any such request for access within ten (10) days of receipt of such a request. If Consultant carries out any duties of this

Agreement through a permitted subcontract with a related organization, such subcontract shall require that the subcontractor make available to the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives the subcontract and the subcontractor's books, documents, and records for the term of the subcontract and the four (4) years following termination of such subcontract and that such subcontractor shall provide Hospice with notice of any request for such access within ten (10) days of receipt of such a request.

**8. Entire Agreement; Waiver.** This Agreement sets forth the entire understanding of the parties regarding the subject matter hereof, and there are no other agreements prior to or contemporaneous with this Agreement that are not embodied herein. This Agreement supersedes all prior proposals, representations, communications, negotiations, and agreements between the parties, whether written or oral, with respect to the matters provided for herein. Any waiver of any provision or right by a party must be in writing; and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded. The waiver of any breach of this Agreement by either party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

**9. Assignment; Binding Effect.** Except as specifically provided herein, neither party may assign any rights under this Agreement or delegate or subcontract any obligations or duties without the other's prior written consent.. Notwithstanding the foregoing, Hospice may assign, delegate, or transfer the Agreement upon notice to Consultant to another corporation or entity affiliated with Hospice if (a) said corporation has the requisite power and authority to perform the obligations of Hospice set forth herein, and (b) such assignment, delegation, or transfer will not materially affect services to the Patient. Additionally, Consultant may subcontract with a third party to deliver the Services hereunder if necessary to assure adequate Consultant coverage under this Agreement if: (1) said third party has the requisite power and authority to perform the obligations of Consultant set forth herein, (2) such subcontract will not materially affect services to the Patient; and (3) said third party signs an acknowledgment and agreement to be bound by the terms of this Agreement. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties.

**10. Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder, shall be deemed effectively given only when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as described on the signature page hereof or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice provided in accordance with this Section..

**11. Amendments and Agreement Execution.** This Agreement may be amended only by a writing signed by both parties. Further, this Agreement and any amendments hereto may be executed in multiple copies on behalf of Hospice and Consultant. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

**12. Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

**13. Governing Law; Venue.** This Agreement shall be governed in accordance with the laws of the State of Tennessee without regard to conflicts of law principles. Any litigated disputes relating to the performance, validity, or interpretation of this Agreement shall be litigated exclusively in the courts of Knox County, Tennessee.



**14. Business Associate Addendum.** The parties acknowledge and agree that the terms of the HIPAA Business Associate Addendum, attached hereto as Exhibit C and incorporated herein by reference, shall apply to the duties and obligations of Consultant hereunder, including the Services performed by the Consultant.

**15. Nonsolicitation.** Unless otherwise agreed to by Hospice in a signed writing, Consultant shall neither hire, contract, nor solicit the employment or contracted services of any of Hospice's personnel, including any Hospice staff, during the term of this Agreement and for a period of one (1) year after the date of termination of this Agreement.

**16. Survivability.** Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination. The covenants and obligations set forth in this Agreement which by their terms or implications are intended by the parties to continue in effect after termination of this Agreement, including without limitation, Sections 5(a)-(c), Sections 7(b), (d), (h)-(i), and (k); Sections 14-15, and the HIPAA Business Associate Addendum attached as Exhibit C, shall survive termination and shall remain in effect and enforceable by the parties.

**17. Corporate Authority.** Each party warrants that the person whose signature appears below has the authority to bind such party by such signature to the terms and conditions of this Agreement.

**IN WITNESS WHEREOF,** Hospice and Consultant have executed this Agreement effective as of \_\_\_\_\_ (the "Effective Date").

**COVENANT HOMECARE**

By: \_\_\_\_\_  
John Huskey

Title: President

Address:  
Covenant HomeCare  
3001 Lake Brook Boulevard  
Knoxville, TN 37909-1100

Attn: President

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

Printed Name: \_\_\_\_\_

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

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

Attn: \_\_\_\_\_

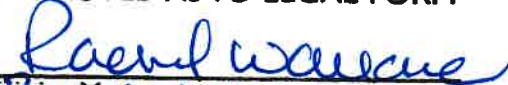
Social Security/ Tax ID No.: \_\_\_\_\_

Provider No.: 44-1542

**HOSPICE**

**CONSULTANT**

**APPROVED AS TO LEGAL FORM**

  
Rachel Wallace  
Assistant Attorney

**EXHIBIT A**

**Services**

Services. Consultant shall furnish the following Services:

Non-Emergency Transport \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A-1****RESPONSIBILITIES CHECKLIST**

This checklist details and delineates the responsibilities for coordination of Patient's care by both Hospice and the Consultant signing this agreement. An "X" within the appropriate column indicates responsibility.

	<b>CONSULTANT</b>	<b>COVENANT HOMECARE HOSPICE</b>
<b>PATIENT ACCEPTANCE AND/OR ASSIGNMENT</b>		
• Admission Process		X
• Patient Assessment / Reassessment		X
• Coordination of Care		X
• Care Plan Development by Unit Leader / Interdisciplinary Team		X
• Plan of Treatment (485)		X
• Obtaining Physician Orders (Supplemental)		X
<b>ONGOING PATIENT CARE</b>		
• Visit Records (Documentation of Clinical Activities)		X
• Interdisciplinary Communication (IDC / Patient Care Conferences)		X
• Discharge Planning/Instructions		X
<b>SUPERVISION/EVALUATION</b>		
• Supervision of Staff Providing Care	X	X
• Evaluation of Patient's Response to Care		X
• Scheduling of Visits		X
• Process Improvement Activities and Participation		X

Consultant shall comply with applicable Hospice policies and procedures, participate in above activities and provide documentation of care in the timeframes indicated by Hospice. Hospice shall assure the continuity of Patient/family care in home, outpatient, and inpatient settings.

**Exhibit B****Compensation**

<b>Description</b>	<b>Rate</b>
BLS, Non Emergency Transport A0428	All rates subject to current Medicare Allowable rates updated annually in January
ALS, Non Emergency Transport A0426	
ALS and BLS Mileage	

## **Exhibit C**

### **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") to the Patient-Specific Agreement between Consultant (referred to in this Addendum as "Business Associate") and Hospice (referred to in this Addendum as "Covenant") is made to ensure compliance by Covenant and Business Associate with the Privacy Standards and Security Standards, as defined herein and promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996; The Health Information Technology for Economic and Clinical Health Act, included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (February 17, 2009), and any regulations or agency guidance issued pursuant thereto ("HITECH"); and federal substance abuse confidentiality laws. To the extent that any terms of this Addendum conflict or are inconsistent with the terms of the Agreement, the terms of this Addendum shall control.

#### **I. OBLIGATIONS OF BUSINESS ASSOCIATE**

Section 1. Use and Disclosure of Protected Health Information. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covenant as specified in the Agreement or this Addendum provided that such use or disclosure would not violate the Privacy or Security Standards if done by Covenant or the minimum necessary policies and procedures of Covenant. Notwithstanding the foregoing, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities. Further, if the terms of the Agreement require Business Associate to provide Data Aggregation services to Covenant, Business Associate may use Protected Health Information to provide such Data Aggregation services to Covenant as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum, or as Required by Law. Business Associate shall, to the extent practicable, limit uses, disclosures, and requests for Protected Health Information to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request (as described in 45 C.F.R. § 164.502(b)(1) and in any guidance issued by the Secretary).

Section 2. Disclosure of Protected Health Information. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances (including any legally required assurances) from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 3. Safeguards Against Misuse of Information. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than in accordance with this Addendum. Business Associate acknowledges and agrees that electronic communications containing identifiable patient information must be encrypted when sent to parties external to the internal Covenant Health network, and all flash drives, CDs, DVDs, floppy disks, other media, and any portable electronic devices containing identifiable patient information must be password-protected and encrypted in accordance with Covenant Health policy. Further, all discarded patient information must be protected from public disclosure and promptly shredded, destroyed, or otherwise rendered inaccessible. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure in violation of the requirements of this Addendum.

Section 4. Reporting of Uses and Disclosures of Protected Health Information. Business Associate shall, within three (3) business days of becoming aware of a use or disclosure of Protected Health Information in violation of this Addendum by Business Associate, its officers, directors, employees, contractors, or agents, or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 2 of this Addendum, report in writing any such use or disclosure to Covenant Health's Integrity-Compliance Office.

Section 5. Agreements by Third Parties. Business Associate shall enter into an agreement with any third party, including agents and subcontractors, that Business Associate provides with Protected Health Information pursuant to which such third party shall be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such Protected Health Information.

Section 6. Access to Protected Health Information. Within five (5) business days of receipt of Covenant's or an Individual's request for access to or a copy of Protected Health Information about an Individual contained in a Designated Record Set, Business Associate shall provide such information to Covenant or such Individual in accordance with the requirements of 45 C.F.R. § 164.524 and Section 13405(e) of HITECH (and any regulations or agency guidance issued pursuant thereto). Business Associate's charges for providing such access or copies shall not be more than permitted by laws applicable to Covenant.

Section 7. Amendments to Protected Health Information/Records; Agreed-To Restrictions. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covenant directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Covenant or an Individual, and in the time and manner designated by Covenant. Business Associate shall comply with any communicated restrictions in the use or disclosure of Protected Health Information to which Covenant has agreed pursuant to 45 C.F.R. § 164.522 and shall further comply with any Individual's request for restrictions on Protected Health Information disclosures that Covenant or Business Associate is required by law to honor, including requested restrictions on Payment or Health Care Operations-related disclosures to Health Plans when the Individual's involved Health Care Provider has been paid out of pocket in full.

Section 8. Accounting for Uses and Disclosures. Business Associate shall document and make available to Covenant information regarding uses and disclosures of Protected Health Information as are required for Covenant to respond to a request by an Individual for an access report or an accounting of disclosures of Protected Health Information consistent with the requirements of 45 CFR § 164.528 and HITECH. This Section shall survive termination of the Agreement.

Section 9. Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary in the time and manner designated by the Secretary for purposes of determining Covenant's compliance with the Privacy and Security Standards.

Section 10. Return or Destruction of Protected Health Information on Termination. On termination of the Agreement, Business Associate shall return or destroy all Protected Health Information that is maintained in any form, including any Protected Health Information that is in the possession of Business Associate's subcontractors or agents. Business Associate and its subcontractors/agents shall retain no copies of such information. If such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further use and disclosure of such Protected Health Information to those purposes that make the return or destruction of the information infeasible. This Section 10 shall survive termination of the Agreement.

Section 11. Security Obligations for Protected Health Information. Business Associate shall, in accordance with the Security Standards and other applicable law, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information it creates, receives, maintains, or transmits on behalf of Covenant. Such safeguards shall include the technologies or methodologies specified for Protected Health Information under Section 13402(h) of HITECH and any regulations or agency guidance issued pursuant thereto. Further, Business Associate shall ensure that any third party, including an agent or subcontractor, to whom Business Associate provides Protected Health Information agrees to implement such safeguards. If Business Associate becomes aware of any Security Incident or any breach of "unsecured Protected Health Information" within the meaning of Section 13402 of HITECH (and any regulations or agency guidance issued pursuant thereto), Business Associate shall report the same in writing to Covenant and Covenant Health's Integrity-Compliance Office within five (5) business days of the Security Incident or breach, with such report to include identification of each Individual whose unsecured or unencrypted Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed. Business Associate shall mitigate the harmful effects of such Security Incident or breach as directed by Covenant and at Business Associate's own expense, with such mitigating measures to include the timely provision of any notifications Covenant or Business Associate is legally required to provide to Individuals whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Security Incident or breach. Business Associate shall retain and make available to Covenant without cost documentation adequate to demonstrate that all legally required notices have been timely provided to affected Individuals, as well as evidence demonstrating the necessity of any delay.

Section 12. Compliance with Federal Substance Abuse Confidentiality Requirements. If Business Associate is a qualified service organization within the meaning of 42 C.F.R. Part 2 and receives, stores, processes, or otherwise deals with any patient record maintained in connection with a federally assisted alcohol and drug abuse program, Business Associate shall be fully bound by 42 C.F.R. Part 2 and, if necessary, shall resist in judicial proceedings any efforts to obtain access to patient records except as permitted by those regulations.

Section 13. Right to Require Cure/Termination for Violation. If Covenant determines that Business Associate has violated any material term of this Addendum or has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under this Addendum, Covenant shall have the right to require Business Associate to cure such breach or permanently end such violation within thirty (30) days of the date on which Covenant becomes aware of such violation or breach. In the event Business Associate fails to cure such breach or permanently end such violation, Covenant shall have the right to terminate the Agreement with Business Associate. Further, if Covenant determines that termination in accordance with this Section is not feasible, Covenant may report Business Associate to the Secretary. To the extent this Section 13 conflicts or is inconsistent with any provisions of the Agreement, this Section shall control.

Section 14. HITECH. Business Associate represents and warrants that Business Associate is in compliance with the requirements of HITECH, as well as any regulations or agency guidance issued pursuant thereto, and certifies that Business Associate shall be in compliance with such requirements throughout the term of the Agreement, including without limitation,

compliance with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316; and the restrictions on marketing and fundraising activities described in Section 13406 of HITECH. Business Associate acknowledges and agrees that the requirements of HITECH that relate to privacy and security that are made applicable with respect to Covered Entities shall be applicable to Business Associate and are incorporated herein by reference.

## **II. GENERAL**

Section 1. Amendments. The parties shall take such action as is necessary to amend this Addendum and the Agreement from time to time as is necessary for Covenant to comply with applicable law.

Section 2. Statutory or Regulatory References. A reference in this Addendum to a statutory or regulatory section means the section as in effect or as amended and for which compliance is required.

Section 3. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covenant to comply with the Privacy Standards, the Security Standards, HITECH, the Administrative Requirements set forth at 45 C.F.R. part 162, and The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

Section 4. Waiver. Any waiver of any provision or right by Covenant must be in writing. The waiver of any breach of this Addendum by Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Addendum.

Section 5. Third-Party Beneficiaries. Each Covenant Affiliate that is a Covered Entity is an intended third-party beneficiary of this Addendum. Except as otherwise specifically provided herein, nothing in this Addendum is intended to create any rights or remedies in any other third-party beneficiary, including any Individual whose Protected Health Information is used or disclosed.

## **III. DEFINITIONS FOR USE IN THIS ADDENDUM**

Terms (including capitalized terms) used, but not otherwise defined, in this Addendum shall have the meaning assigned either by the Agreement, or by the HITECH and the Privacy and Security Standards, as amended and updated by HITECH. Each of the following terms shall be construed in accordance with the following:

"Affiliate" means any organization of which Covenant Health is a member, and any organization that Covenant Health directly, or indirectly through one or more intermediaries, owns or controls, in whole or in part.

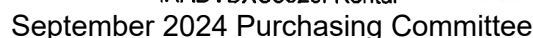
"Individual" shall have the same meaning as "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. parts 160 and 164, as amended from time to time.

"Protected Health Information" shall have the same meaning as "protected health information" in 45 C.F.R. § 160.103, limited to Protected Health information from, or created or received by Business Associate on behalf of, Covenant. For purposes of this Addendum, Protected Health Information includes Electronic Protected Health Information, as defined by the 45 C.F.R. § 160.103.

"Security Standards" shall mean the Standards for Security of Electronic Protected Health Information, 45 C.F.R. parts 160 and 164, as amended from time to time.

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8-9-24



25.0033



**Issued Under:**

**Contract #: 62117**

**Quote #:** BD-932

**Date:** 8/8/2024

SHIP TO: (if different)

**Customer Name:**

**Dept:**

**Contact:**

**Address:**

**City/State/Zip:**

**Phone:****Email:**

Name:

**Phone:****Email:**

**Make:**

**Model:**

**Serial #:**

**Qty**

**TOTAL:**

**\$22.16**

Order or Email Attn.

Nashville, TN. 37217

-- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

14904 Collections Center Drive

Chicago, IL 60693

Approved as to form:

Rachel Wallace  
Rachel Wallace- Assistant Attorney

iRADVDC3926| Rental

## September 2024 Purchasing Committee

8-9-24

5yr. Term

25.0034

**Canon**

CANON SOLUTIONS AMERICA

## State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

## QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-930

Date: 8/8/2024

**BILL TO:** ("Customer")**SHIP TO:** (if different)

Customer Name: TN Anderson County

Customer Name:

Dept:

Dept:

Contact:

Contact:

Address:

Address:

City/State/Zip:

City/State/Zip:

Phone:

Phone:

Email:

Email:

Auto Toner Contact (if different from above):

Name:

Phone:

Email:

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

## Color Group III - IRADV DX C5840I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5840I MONTHLY RENTAL Cost Per Copy Charges apply		3827C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	CABINET TYPE-V		5358C001
1	INNER FINISHER-L1		4000C002
	STAPLE FINISHER-AB2		5547C002
	BUFFER PASS UNIT-P2		5546C002
1	INNER 2/3 HOLE PUNCHER-D1		4002C002
	SUPER G3 FAX BOARD-AX1		3998C001
	MICARDPLUS C14 CGS		3575BA71
	TRACKING SOFTWARE		3575B436
	CASSETTE FEEDING UNIT-AQ1		4030C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING			

TOTAL: \$48.91

☒ Auto Toner Fulfillment \*\* (Requires use of imageWare Remote)

Send Signed Canon Solutions America, Inc.  
Purchase Order or Attn.  
Email 402 BNA Drive, Ste. 360  
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, IL 60693

to: -- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

Approved as to form:

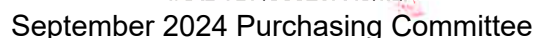
IRADV5840 Rental

September 2024 Purchasing Committee

8-9-24

Rachel Wallace - Assistant Attorney

25-0035





Term: 60 months  
24-0045  
State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

## QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-949

Date: 8/16/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: TN Anderson County

Customer Name:

Dept: Property Assessor

Dept:

Contact: Johnny Alley

Contact:

Address: 100 N. Main St. Rm 202

Address:

City/State/Zip: Clinton TN

City/State/Zip:

Phone: 665-457-6219

Phone:

Email: john.alley@cot.tn.gov

Email:

Auto Toner Contact (if different from above):

Name:

Phone:

Email:

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

## Black &amp; White Group I - Canon iRADVDX4925I (25 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon iRADVDX4925I MONTHLY RENTAL Cost Per Copy Charges apply		5972C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0049			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	HIGH CAPACITY CASSETTE FEEDING UNIT-E1		5555C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
	UTILITY TRAY-B1		0165C001
	STAPLE FINISHER-AE1		4921C001
	BOOKLET FINISHER-AE1		4922C001
	CASSETTE FEEDING UNIT-AW1		4917C002
	INNER 2WAY TRAY-M1		4034C001
	INNER FINISHER-L1		4000C002
1	CABINET TYPE-W		5634C001
	2/3 HOLE PUNCHER UNIT-A1		0126C001
1	DADF-BA1		3813C001
	MICARDPLUS CI4 CGS		3575BA71
	TRACKING SOFTWARE		3575B436
	SUPER G3 FAX BOARD-BH1		4919C001
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3- 1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING			

TOTAL: \$25.15

☒ Auto Toner Fulfillment \*\*(Requires use of imageWare Remote)Send Signed Canon Solutions America, Inc.  
Purchase Order or Attn.

Email 402 BNA Drive, Ste. 360

Acknowledgement Nashville, TN. 37217

to: -- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, IL 60693

APPROVED AS TO LEGAL FORM

Rachel Wallace  
Rachel Wallace - Assistant Atty.

iRADVDX4925I Rental



CANON SOLUTIONS AMERICA

## State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

## QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-948

Date: 8/16/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: TN Anderson County

Customer Name:

Dept: Property Assessor

Dept:

Contact: Johnny Alley

Contact:

Address: 100 N. Main St. Rm 202

Address:

City/State/Zip: Clinton, TN 37716

City/State/Zip:

Phone: 865-457-6219

Phone:

Email: john.alley@cot.tn.gov

Email:

Auto Toner Contact (if different from above):

Name:

Phone:

Email:

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

Color Group III - IRADV DX C5840I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5840I MONTHLY RENTAL Cost Per Copy Charges apply		3827C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	CABINET TYPE-V		5358C001
	INNER FINISHER-L1		4000C002
	STAPLE FINISHER-AB2		5547C002
	BUFFER PASS UNIT-P2		5546C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
	SUPER G3 FAX BOARD-AX1		3998C001
	MICARDPLUS CI4 CGS		3575BA71
	TRACKING SOFTWARE		3575B436
	CASSETTE FEEDING UNIT-AQ1		4030C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING			
1	Copy Tray		

TOTAL: \$36.12

☒ Auto Toner Fulfillment \*\*(Requires use of imageWare Remote)

Send Signed Canon Solutions America, Inc.  
Purchase Order or Attn.  
Email 402 BNA Drive, Ste. 360  
Acknowledgement Nashville, TN. 37217

to: -- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, IL 60693

APPROVED AS TO LEGAL FORM

Rachel Wallace  
Rachel Wallace - Assistant Atty.

iRADVC5840 Rental

September 2024 Purchasing Committee



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> June 1, 2024	<b>End Date</b> October 31, 2026	<b>Agency Tracking #</b> 33023-49124	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Anderson County Government			<b>Edison Vendor ID</b> 4145		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number:</b> 21.027	<b>Grantee's Fiscal Year End:</b> 30-June		
<b>Service Caption</b> (one line only) Broadband Ready Communities – Adoption Ready Program (ARPA-SLFRF)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2024		\$100,000.00			\$100,000.00
<b>TOTAL:</b>		<b>\$100,000.00</b>			<b>\$100,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected based on the procedures outlined in the Delegated Grant Authority for this program.			
<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.				<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

GC:4/15/2024

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
ANDERSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**, 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 services relating to the TNECD Broadband Ready Communities – Adoption Ready 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 Contract.
- A.2. This Grant Contract is being executed in furtherance of the goals of the Broadband Ready Communities – Adoption Ready Program (the "Program") for the purpose of enhancing broadband access and adoption for those affected during the COVID-19 pandemic through planning, training opportunities, connected devices, and broadband-related educational or workforce development programming. As part of its application for funding under the Program, the Grantee has agreed to complete the activities selected below in this Section A.2 and further described in Attachment A (*Detailed Scope of Services*) (hereinafter, the "Project Activities").

- ☐ Digital Skills Training
- ☒ Education and Workforce Development
- ☐ Equipment / Devices
- ☐ Public Wi-Fi
- ☐ Other

A.3. Reserved.

A.4. Reserved.

A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

A.6. Statement of Assurances. The Grantee agrees to comply with the Statement of Assurances, attached to this Grant Contract as Attachment C and incorporated herein by reference.

**B. TERM OF GRANT CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on June 1, 2024 ("Effective Date") and ending on October 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Pre-award Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal pre-award authority. Federal pre-award 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

25-0047

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 pre-award 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 pre-award authority.
- b. The Grantee understands the federal pre-award authority system and its relation to this Grant Contract.
- c. Pre-award 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 pre-award 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 pre-award authority.
- f. The start date of the State's federal pre-award 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 One Hundred Thousand Dollars and No Cents (\$100,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment D, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- 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 Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.



25-0047

- 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:

ECD.Invoices@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 Economic and Community Development, Broadband Unit.
  - (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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

25-0047

- a. 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 amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
  - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract 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 detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
  - c. Any increase in the total Grant Contract 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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 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.

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- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. 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 deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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

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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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the foregoing above, and in addition to the liability provisions of Section A.3. of this Grant Contract, the Grantee shall also be liable to the State for actual damages caused by any Breach Condition, and the State may seek all other remedies allowed at law or in equity for breach of this Grant Contract.
- 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

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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:

Taylre Beaty, State Broadband Director  
TNECD  
Tennessee Tower, 27<sup>th</sup> Floor  
312 Rosa L. Parks Ave.  
Nashville, TN 37243  
taylre.beaty@tn.gov  
Telephone # (615) 571-4963

The Grantee:

The Honorable Terry Frank, Mayor  
Anderson County Government  
100 North Main Street  
Clinton, TN, 37716  
tfrank@andersoncountyttn.gov  
Telephone # 865-457-6200

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 agrees 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. Reserved.
- 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.

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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 and its employees and all sub-grantees 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

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grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

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

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

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

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- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds 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,



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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

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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, and 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

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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. 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:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

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- E.3. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. 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.

25-0047

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
THE HONORABLE TERRY FRANK, MAYOR

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

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

\_\_\_\_\_  
STUART C. MCWHORTER, COMMISSIONER

\_\_\_\_\_  
DATE

APPROVED AS TO LEGAL FORM

Rachel Wallace  
Rachel Wallace  
Assistant Attorney

## ATTACHMENT A

PROJECT ACTIVITIES	
CATEGORY	DETAIL
Education and Workforce Development	<p>The Grantee shall perform the following project activities:</p> <ul style="list-style-type: none"><li>• Digital skills training, education, and workforce development to the general public;</li><li>• Provision of low-cost or free digital equipment and/or devices;</li><li>• Provision of low-cost internet plans and/or public wi-fi; and</li><li>• Marketing and public outreach regarding all project activities detailed herein.</li></ul>

## 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)	SLFRP5534
Federal award date	2/8/2022
Subaward Period of Performance Start and End Date	March 3, 2021 to October 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 to October 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027
Grant contract's begin date	June 1, 2024
Grant contract's end date	October 31, 2026
Amount of federal funds obligated by this grant contract	\$100,000.00
Total amount of federal funds obligated to the subrecipient	\$817,207.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$500,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Local Fiscal Recovery Fund
Name of federal awarding agency	Department of Treasury
Name and contact information for the federal awarding official	Jacob Leibenluft, Chief Recovery Officer, Office of Recovery Programs SLFRF@treasury.gov (844) 529-9565 1149 20th St. NW Washington, D.C. 20564
Name of pass-through entity	Department of Economic and Community Development
Name and contact information for the pass-through entity awarding official	Taylre M. Beaty State Broadband Director Tennessee Tower, 27th Floor 312 Rosa L. Parks Ave. Nashville, TN 37281 taylre.beaty@tn.gov (615) 741-1926
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)	10%



## ATTACHMENT C

**AMERICAN RESCUE PLAN GRANT  
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

(a) Authority.

- (1) It possesses legal authority to apply for the grant and to execute the proposed program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(b) Office of Management and Budget ("OMB") and Department of the Treasury.

- (1) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200.
- (2) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (3) It will comply with all requirements of the American Rescue Plan Act of 2021 including any guidance from the U.S. Department of the Treasury regarding the State and Local Fiscal Recovery Fund.

(c) Labor and Employment.

It will comply with:

- (1) State laws and regulations regarding the administration and enforcement of labor standards including, but not limited to, the Tennessee Lawful Employment Act (See Tenn. Code Ann. § 50-1-707).
- (2) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) with respect to prevailing wage rates (except for projects under the prescribed threshold);
- (3) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3701–3708) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
- (4) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

- (5) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
  - (6) The non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279.
- (d) Non-Discrimination.
- It will comply with:
- (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;
  - (2) Other applicable civil rights laws, including the Americans with Disabilities Act of 1990.
- (e) Conflicts and Kickbacks.
- (1) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  - (2) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
  - (3) It will comply with the following provisions, which limit the political activity of employees: 18 U.S.C. §§ 594, 595, 598, 600, 601, 604, 605.
- (f) Byrd Anti-Lobbying Amendment.

It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

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 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.

- (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 contract, grant, loan, or cooperative agreement, the undersigned shall 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, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, 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. 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.

(h) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- (1) 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;
- (2) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (3) 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).
- (4) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (5) 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.

(i) Miscellaneous.

- (1) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- (2) It will give the State, U.S. Department of the Treasury, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

- (3) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (4) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- (5) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
- (6) It will comply with guidance from the U.S. Department of Treasury and other Federal entities with oversight of the programs including the guidance included in the "Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities" - <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.
- (7) It will assist TNECD with reporting required by the U.S. Department of Treasury or the Tennessee Department of Finance and Administration.

The applicant hereby certifies that it will comply with the above stated assurances.

---

*Signature, Chief Executive Officer*

---

*Name (typed or printed)*

---

*Title*

---

*Date*

GRANT BUDGET			
<b>GRANT CONTRACT #:</b> <b>GRANTEE:</b> Anderson County Government <b>GRANTEE CONTACT:</b> Terry Frank, tfrank@andersoncountyttn.gov <b>PROGRAM AREA:</b> Broadband Ready Communities – Adoption Ready Program (ARP-SLRF)			
<b>The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period:</b> <b>BEGIN:</b> June 1, 2024 <b>END:</b> October 31, 2026			
EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT*	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$0.00	\$0.00	\$0.00
Architect Fees / Engineering Fees	\$0.00	\$0.00	\$0.00
Professional Fee, Grant, and Award <sup>2</sup>	\$93,000.00	\$0.00	\$93,000.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
Grantee/Project Administration	\$6,000.00	\$0.00	\$6,000.00
Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>

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

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

2S-0047

## ATTACHMENT D

Page 2

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT, AND AWARD	AMOUNT
Professional fees include costs associated with Tech Goes home program to provide training in TGH curriculum and process, a stipend for the trainer, data management, and logistical support to ensure a smooth class (including IT troubleshooting for class issues, device storage and delivery, class quality control measures, and ongoing trainer support and education.	\$93,000.00
<b>TOTAL</b>	<b>\$93,000.00</b>

OTHER NON-PERSONNEL	AMOUNT
N/A	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

CAPITAL PURCHASE	AMOUNT
N/A	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

Term: 60 months

25-0050



**NASPO ValuePoint FMV Lease Agreement (Option C)**

--	--	--	--	--	--	--	--	--	--

Agreement Number

**Your Business Information**

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>			<b>Tax ID # (FEIN/TIN)</b>
ANDERSON COUNTY PURCH DEP			626000477
<b>Sold-To: Address</b>			
100 N MAIN STRM 214, CLINTON, TN, 37716-3617, US			
<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>	
Katherine Kleehammer	8654576218	0012958429	
<b>Bill-To: Address</b>			
100 N MAIN STRM 214, CLINTON, TN, 37716-3617, US			
<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Katherine Kleehammer	8654576218	0012958429	kkleehammer@andersoncountyttn.gov
<b>Ship-To: Address</b>			
100 N MAIN STRM 214, CLINTON, TN, 37716-3617, US			
<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>	
Katherine Kleehammer	8654576218	0012958429	
<b>PO #</b>			

**Your Business Needs**

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker

25-0050

1	MW92705	MailCenter 15in Display
1	SJM2	SoftGuard - 2000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 345.18	\$ 1,035.54

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- ( ) Tax Exempt Certificate Attached  
 ( ) Tax Exempt Certificate Not Required  
 ( ) Purchase Power® transaction fees included  
 (X) Purchase Power® transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 79240

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

**Sales Information**

Scottie Domenico

scottie.domenico@pb.com

Account Rep Name

Email Address

PBGS Acceptance

**APPROVED AS TO LEGAL FORM**

*Rachel Wallace*  
 Rachel Wallace  
 Assistant Attorney



# Curriculum Associates® 2S. 0054

Prepared For:  
Suzi Schmidt  
Anderson Co SD  
101 S Main St Ste 500,  
Clinton, TN 37716

2/8/2024

Dear Suzi Schmidt,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025		Quote ID: 331933.5	Quote Valid through: 12/31/2024	
Product		List Price	Net Price	
i-Ready		\$13,350.00	\$13,350.00	
i-Ready Partners Services		\$2,000.00	\$0.00	
i-Ready Partners Services Includes:				
<ul style="list-style-type: none"><li><u>Initial Implementation Services</u>: Provisioning, Initial Rostering, Hosting, Technology Assessment</li><li><u>Implementation Management</u>: Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</li><li><u>Staff Development Consultation and Resources</u>: Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</li><li><u>Technical Support</u>: Proactive Network Monitoring &amp; Issue Notification, Annual Health Check, Technical Support</li></ul>				
		List Total:	\$15,350.00	
		Savings:	\$2,000.00	
		Shipping/Tax/Other:	\$0.00	
		Total:	\$13,350.00	

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristi Schalk  
(423) 650-0338  
kschalk@cainc.com

Please submit this quote with your purchase order

# Curriculum Associates

25-0054

Quote ID: 331933.5

Date: 2/8/2024

Quote Valid through: 12/31/2024

Prepared For:

Suzi Schmidt

Anderson Co SD

101 S Main St Ste 500,

Clinton, TN 37716

sschmidt@acs.ac

Your Representative:

Kristi Schalk

(423) 650-0338

kschalk@cainc.com

## Clinton MS 110 N Hicks St, Clinton, TN 37716

Total Building Enrollment: 626, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	626	\$0.00	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

## Lake City MS 1132 S Main St, Lake City, TN 37769

Total Building Enrollment: 255, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$8,420.00	\$8,420.00
Subtotal:						\$8,420.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,420.00

## Norris MS 5 Norris Sq, Norris, TN 37828

Total Building Enrollment: 497, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Purchase Add-On Pilot	Multiple	22016.0	497	\$0.00	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

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Norwood MS 803 E Tri County Blvd, Oliver Spgs, TN 37840

Total Building Enrollment: 173, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 200 or fewer Students 1 Year	Multiple	14971.0	1	\$4,930.00	\$4,930.00	\$4,930.00
Subtotal:						\$4,930.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,930.00

## Total

List Total:	\$15,350.00
Savings:	\$2,000.00
Merchandise Total:	\$13,350.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$13,350.00</b>

## Special Notes

All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y4

APPROVED AS TO LEGAL FORM

*Rachel Wallace*  
Rachel Wallace, Esq  
 Assistant Attorney



## Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

### Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

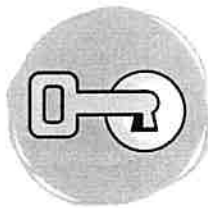
- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



**Account  
Management**



**Professional  
Development**



**Educational  
Consultants**



**Achievement  
Analytics**



**Technical  
Support**

### Your *i-Ready* *Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



### Curriculum Associates

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# Curriculum Associates

25-0054

## Placing an Order

Email: [Orders@cainc.com](mailto:Orders@cainc.com)

Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at [invoices@cainc.com](mailto:invoices@cainc.com) or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

# Curriculum Associates

Last updated February 22, 2023

## **i-Ready Connect™, i-Ready Classroom™, and Teacher Toolbox Digital Products Terms and Conditions of Use**

These Terms and Conditions of Use (the "TOU") apply to the digital product offerings of Curriculum Associates, LLC ("CA") including i-Ready® Assessment, i-Ready Learning™, i-Ready® Learning Games, i-Ready reports and reporting tools, Success Central, and the e-book versions and digital components of i-Ready Classroom Mathematics. These terms also apply to CA's teacher toolbox offerings, including Magnetic Reading Teacher Digital Access (collectively "Teacher Toolbox"). These offerings are referred to in these terms of use as the "Digital Products." These terms apply to all of the Digital Products except where CA has noted otherwise. By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready Connect™, i-Ready Classroom Mathematics, and/or Teacher Toolbox from CA. All authorized users within your organization are expected to comply with these TOU.

For additional terms of use that specifically apply to your use of i-Ready Classroom Mathematics, please see the Special Terms for i-Ready Classroom Mathematics sections below. For additional terms of use that specifically apply to your use of Teacher Toolbox, please see the "Special Terms for Teacher Toolbox" section below. For additional terms of use that specifically apply to your use of the Digital Resource Library please visit the *Digital Resource Library Terms and Conditions of Use* which can be found at [https://cdn.i-ready.com/instruction/content/system-check/DigitalResourceLibrary\\_Terms\\_of\\_Use.pdf](https://cdn.i-ready.com/instruction/content/system-check/DigitalResourceLibrary_Terms_of_Use.pdf).

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### **Data Collection, Ownership, and Security**

In connection with your use of the Digital Products, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into the Digital Products. As your students use the Digital Products, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant CA a worldwide, royalty-free license to use the Customer Data during the term of your agreement with CA to host and make access to the Digital Products available to you. You also grant CA a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development, research, and other purposes. Furthermore, CA agrees not to attempt to re-identify de-identified Customer Data and not to transfer de-identified Customer Data to any third party unless such party agrees not to attempt re-identification.

CA takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. CA will not reveal student names, identifiers, or individual assessment results to any third parties. CA will not use any Customer Data to advertise or market to students or parents. For a full description of CA's data handling policies and procedures, please review Curriculum Associates' Data Handling Policy and Privacy Statement by clicking here: <https://www.curriculumassociates.com/support/privacy-and-policies/i-ready-data-handling-privacy>.

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CA will use commercially reasonable efforts to make the Digital Products available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond CA's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

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Except as described below, you may not reproduce, upload, post, transmit, download, or distribute any part of the Digital Products or information accessed at other sites through links made from i-Ready, i-Ready Classroom Mathematics, or Teacher Toolbox, other than printing out or downloading portions of the text and images of student-facing portions of i-Ready Personalized Instruction, i-Ready Classroom Mathematics, or Teacher Toolbox for use in connection with the work of your organization. For the avoidance of doubt, you may not reproduce, upload, post, transmit, download, or distribute any part of i-Ready Assessment. If you leave i-Ready Connect™ via a link to a third-party site, CA is in no way responsible for that third-party site, and your use of that third-party site will be governed by that site's terms of use, not these TOU.

You must use the Digital Products in compliance with all applicable laws, rules, and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

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EXCEPT AS SET FORTH IN THESE TOU, CA MAKES NO WARRANTIES WITH RESPECT TO THE DIGITAL PRODUCTS. CA DOES NOT WARRANT THAT THE DIGITAL PRODUCTS WILL MEET ALL YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CA EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE DIGITAL PRODUCTS, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

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prohibited by law from providing such an indemnification, and provided that CA: (a) promptly gives you written

notice of the claim; (b) gives you sole control of the defense and settlement of the claim; and (c) provides you with reasonable assistance, at your expense, with respect to the defense of such claim.

#### **Choice of Law and Jurisdiction**

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Digital Products or these TOU.

#### **Special Terms for i-Ready Classroom Mathematics: Editable Materials**

For users of i-Ready Classroom Mathematics, we provide editable versions of select resources ("RCM Editable Materials") through i-Ready Classroom Mathematics Teacher Toolbox. For these RCM Editable Materials, the TOU described above still apply, except that printing, copying, and editing the RCM Editable Materials is permitted. However, you must not remove any copyright notices from the RCM Editable Materials. Curriculum Associates is not responsible for any alterations you make to the RCM Editable Materials, and Curriculum Associates makes no guarantee that the RCM Editable Materials will be of the same high quality or will accurately convey the mathematics concepts found in i-Ready Classroom Mathematics once they have been edited.

#### **Special Terms for i-Ready Classroom Mathematics: Thin Common Cartridge® Customers**

For users of i-Ready Classroom Mathematics, we make select content from that program available for your licensed teachers and students as Thin Common Cartridge® ("Thin CC") for use in compliant Learning Management Systems ("LMS"). For this Thin CC content, all of the above-listed TOU apply, except that uploading/distributing the Thin CC files required to enable Thin CC content in your LMS is permitted.

Common Cartridge® is a registered trademark of the IMS Global Learning Consortium, Inc. ([www.imsglobal.org](http://www.imsglobal.org)).

#### **Special Terms for Teacher Toolbox**

*These usage terms for Teacher Toolbox are designed to ensure that your students get the most out of the resources inside your Teacher Toolbox while preserving the rigor and integrity of the materials for your students and others.*

*Because the teacher materials inside Teacher Toolbox include assessments and answers to assignments, we kindly ask that you do not post or share teacher-facing materials from the Teacher Toolbox. Posting answer keys and teacher-facing materials enables students—both in your district and in other districts—to access answers to their assignments and miss out on valuable learning experiences. While our Terms of Use do allow you to post student-facing materials on a password-protected learning management system (LMS), posting of teacher-facing materials is prohibited.*

Teacher Toolbox is intended for use by teachers and school administrators only. The PDF files within Teacher Toolbox contain content that is included in CA's proprietary i-Ready Classroom and Ready curriculum materials. These PDFs are provided to you on a limited permission basis. Educators and administrators from schools or districts that have purchased licenses to Teacher Toolbox may download PDFs to their computer for their own reference and may post PDFs of student materials to any of the password-protected learning management systems (LMS) listed below, as long as such LMS can only be accessed by individuals associated with your school or district with a valid username and password. If you post Toolbox materials or content that includes or is based upon Toolbox materials in an LMS that permits content sharing, you must restrict content sharing and usage to licensed users of Teacher Toolbox. *Please note that it is a violation of these Terms of Use to save files in a manner that overrides any security settings.*

#### **Approved LMS platforms:**

- Blackboard



- Brightspace
- Buzz by Agilix
- Canvas by Instructure
- Edmodo
- Google Classroom
- ITS Learning
- Microsoft Suite for Education
- Moodle
- Nearpod
- PowerSchool
- Sakai
- Seesaw
- Schoology

An approved LMS platform means that the platform meets CA's security-related requirements to permit the posting of Toolbox materials in it. CA has no affiliation with any of these platforms and does not endorse any particular LMS. CA offers no assurance that our suite of products will function properly when accessed via any approved LMS platform. If you experience any issues using an approved LMS platform then you should contact the organization that manages that particular LMS.

If you would like to upload student-facing Teacher Toolbox materials to an LMS not listed here, please contact your Partner Success Manager.

In limited quantity and for use with your own students, you may print and/or make copies of student and teacher pages from other PDFs on the Teacher Toolbox. Copies of these materials must include all copyright, trademark and other proprietary rights notices contained on the original pages from which the copies were made. You may not print, copy, or share any pages from the Read Aloud Trade Books (available only in the Teacher Toolbox for Reading at Grades K and 1). You also may not share direct links to resources inside the Teacher Toolbox. Except as specified in these Terms of Use, you may not reproduce, upload, post, transmit, download or distribute any part of the Teacher Toolbox content or information.

**Google Classroom Assignment.**

For districts that use Google Classroom, CA offers educators the ability to easily assign certain student-facing content to their students through Google Classroom. If an educator elects to utilize this feature, their use remains subject to these Terms of Use and the relevant provisions of CA's data handling policies and procedures that pertain to the Opt-In Google Classroom Assignment Feature, which can be found through the link above. CA's materials that are made available in Google Classroom may only be shared with your students and educators, and those materials may not otherwise be reproduced, uploaded, posted, transmitted, downloaded, or distributed outside of your organization.



**ANDERSON COUNTY GOVERNMENT  
SOLE SOURCE & EXCLUSIVE RIGHTS  
AND LICENSE JUSTIFICATION FORM**

**SUBMIT WITH REQUISITION TO PURCHASING DEPARTMENT**

**DATE:** 9.3.24

**CHECK ONE:**

- ☒ **Sole Source** – Product or service(s) is only available from a single vendor or supplier.
- ☐ **Exclusive Rights & License** – Vendor holds exclusive patents and/or license for this product. An Exclusive Rights letter with current date must accompany this request.
- ☐ **Upgrade or renewal to an existing software system** – Provide information regard current software system.

Requisition Number: 77714 Requisition Amount: \$ 13,350.00

Vendor Name: Curriculum Associates

Vendor Address: 153 Rangeway Rd. North Billerica, MA 01862

Vendor Telephone #: KI kschaik@cainc.com

Requesting Department: Instruction

Requesting Official: Suzi Schmidt

**JUSTIFICATION FOR THE REQUEST**

**What is the function of this product or service?  
Why is it needed? What makes it unique?**

This information will be used to approve or deny the purchase. PLEASE BE SPECIFIC.  
ATTACH MEMO IF ADDITIONAL SPACE IS NEEDED

I-ready provides TN Standards  
based lessons for each individual  
student needs...based on areas  
of deficiency.

**NOTE:** 1. We use the Google test to search for a comparable product or service. If one is found, it is **NOT** considered a sole source product or service.

# Curriculum Associates®

**2023 / 2024**

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- Curriculum Associates®, LLC is the exclusive distributor of the configuration shown for the Ready Common Core grades K & 1 Reading Teacher Support Package.
- i-Ready® Classroom may include manipulatives for which Curriculum Associates' supplier, hand2mind, Inc. ("H2M"), is not the sole purveyor. However, H2M is the exclusive distributor of the i-Ready® Classroom manipulative kits package configuration, which was designed and created as a result of a joint collaboration between Curriculum Associates and H2M.

Our materials are not sold to resellers in the United States and are available for purchase only through Curriculum Associates, LLC. If you need additional information, please contact our Customer Service Department at 1-800-225-0248.

Thank you for your interest and support of our materials.

Sincerely,



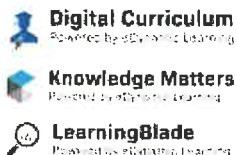
Woody Paik

Executive Vice President, Sales



153 Rangeway Road, North Billerica, MA 01862-2013 p: 800.225.0248 f: 800.366.1158  
CurriculumAssociates.com

September 2024 Purchasing Committee



25-0055

The license for your simulation will begin the day on which we receive your purchase order unless otherwise specifically stated, and it will be in effect throughout the length of the term listed on this quote.

Company Address 1256 Main Street, Suite 256  
Southlake, Texas 76092  
United States

Created Date 7/31/2024  
Expiration Date 10/31/2024

Quote Number 00033858

#### Contact Information

Prepared By	Lynne Lamparski	Contact Name	Ben Cross
Title	Regional Sales Manager	Title	Business Education Teacher
Phone	413-517-6151	Phone	865-463-2800
Email	lamparski@knowledgematters.com	Email	bcross1@acs.ac

#### Address Information

Account Name	Anderson Co Career Technical Center	Contract Terms	36
Bill To Name	Anderson Co Career Technical Center	(Months)	
Bill To	140 Maverick Cir Clinton, Tennessee 37716-6701 United States		

#### Active License Term

Contract Start Date 10/3/2024 Contract End Date 10/2/2027

#### Quote Line Items

Pricing Line Item	List Price	Sales Price	Quantity	Total Price
Virtual Business- Restaurant Lab License (Up to 30 concurrent users)	\$1,360.00	\$1,360.00	1.00	\$1,360.00

#### Totals

Purchase Order Requirements (please include):	Subtotal	\$1,360.00
	Discount	0.00%
<u>Please include teacher names and email addresses with your order. All login credentials and teachers resources are sent via email.</u>	Total Price	\$1,360.00
	Grand Total	\$1,360.00

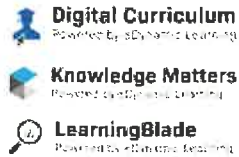
You **MUST** include a tax exempt certificate with order. Otherwise appropriate sales tax will be automatically added to your invoice.

**PLEASE NOTE: We require the name and email address of the**

Questions? 877-965-3276

If you have any questions, please contact your sales executive or [click here](#) to visit our support page. This quote is subject to [Knowledge Matters Standard Terms and Conditions \("Terms and Conditions"\)](#). By submitting a purchase order or form purchasing document, Customer explicitly agrees to the [September 2024 Purchasing Committee](#) binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Knowledge Matters written consent.

25-0055



The license for your simulation will begin the day on which we receive your purchase order unless otherwise specifically stated, and it will be in effect throughout the length of the term listed on this quote.

individual from your accounts payable department who will be managing the payment process of this order. Please submit this information with your purchase order.

Questions? 877-965-3276

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By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

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Any Customizations to eDynamic Learning Product or Service are not covered by basic support and any support services are subject to additional fees.

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eDynamic Learning courses are designed to prepare students for popular industry certifications and job market; however, eDynamic Learning cannot guarantee student examination scores, passing of exams, or success at job interviews.

## OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

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