

24-0121 A4

10-31-24 AMEND-G



GRANT AMENDMENT

Agency Tracking # 33501-2548375	Edison ID 77833-11	Contract # 77833-11	Amendment # 4		
Contractor Legal Entity Name Anderson County Government			Edison Vendor ID 0000004147		
Amendment Purpose & Effect(s) To amend the Term of the Grant Contract and revise the definition of an "Eligible Officer".					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 19, 2029			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$33,333.34				\$33,333.34
2025	\$33,333.34				\$33,333.34
2026	\$33,333.34				\$33,333.34
2027	\$33,333.34				\$33,333.34
2028	\$33,333.32				\$33,333.32
2029	\$33,333.32				\$33,333.32
TOTAL:	\$200,000.00				\$200,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					CPO USE
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT FOUR
OF GRANT CONTRACT 77833-11**

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

1. Grant Contract Section A.3.a. is deleted in its entirety and replaced with the following:

A.3.a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee between May 1, 2023, and March 19, 2026. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.

2. Grant Contract Section A.4. is deleted in its entirety and replaced with the following:

A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee between May 1, 2023, and March 19, 2026. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

3. Grant Contract Section A.4.c. is deleted in its entirety and replaced with the following:

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee between May 1, 2023, and March 19, 2026.

4. Pro Forma Grant Contract Section B is deleted in its entirety and replaced with the following:

B. This Grant Contract shall be effective for the period beginning on June 30, 2023 ("Effective Date") and ending on March 19, 2029 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside of the Term.

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

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

24-0121 A4

10-31-24 AMEND-G

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

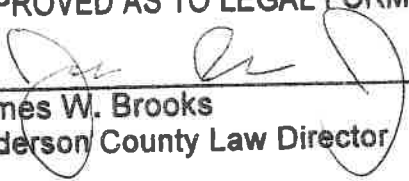
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM


James W. Brooks
Anderson County Law Director



GRANT AMENDMENT

Agency Tracking # NA	Edison ID 56656	Contract # 56656	Amendment # 1		
Contractor Legal Entity Name Anderson County Government			Edison Vendor ID 4143		
Amendment Purpose & Effect(s) Revises Clauses, Revises Budget, Increases Maximum Liability, and Extends Expiration Date					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2026			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			+\$200,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY25	\$100,000.00				\$100,000.00
FY26	\$200,000.00				\$200,000.00
TOTAL:	\$300,000.00				\$300,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart	Account Code County - 71301000				

**AMENDMENT 1
OF GRANT CONTRACT 56656**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective on 1/1/2025 ("Effective Date") and extend for a period of Eighteen (18) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
2. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars (\$300,000.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A-1 for fiscal year 2025 and Attachment A-1 for fiscal year 2026 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
3. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
 - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) 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.
4. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective 6/30/2025. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Terry Frank, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM


James W. Brooks

Anderson County Law Director

ATTACHMENT A-1

Page 1

GRANT BUDGET			
AGENCY NAME: Anderson County Government			
FUND SOURCE: Victim Service Supplemental Grant (VSSG)			
SOLICITATION IDENTIFICATION TITLE: Family Justice Center			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 01/01/2025 END: 06/30/2025			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes ²	\$74,506.00	\$0.00	\$74,506.00
Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$18,182.00	\$0.00	\$18,182.00
Travel, Conferences & Meetings ²	\$4,053.00	\$0.00	\$4,053.00
Interest ²	\$0.00	\$0.00	\$0.00
Insurance ²	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals ²	\$1,724.00	\$0.00	\$1,724.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Cost ²	\$1,535.00	\$0.00	\$1,535.00
In-Kind Expense ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Government

FUND SOURCE: Victim Service Supplemental Grant (VSSG)

SOLICITATION IDENTIFICATION TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$52,000.00/23,746 (Annually, 100% time spent on the project, includes taxes, benefits,	\$37,253.00
Position 2: CCR Coordinator \$52,000/\$23,746 (Annually, 100% time spent on the project includes benefits, workers comp)	\$37,253.00
TOTAL	\$74,506.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Occupancy: Lease payment (\$1,000 monthly payment, for 6 months, at 100% charged to the grant) & utilities assistance (Projected maximum electricity \$1,200/month for 6 months)	\$10,645.00
Supplies: Supplies: Client database software, office needs (including but not limited to paper, pens, files, paper towels, toilet paper), Ring Central phone expenses (\$350/month for 6 months)	\$6,047.00
All Other Items: All Other Items: Printing & Publication, web hosting, gsuite, domain	\$1,490.00
TOTAL	\$18,182.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, visit other FJCs, and meeting with partners and the public. Rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$900 for 6 mo.)	\$1,965.00
Training and Conferences Implemented by Agency: Estimated cost for staff to host trainings for partners and the community which includes but is not limited to appropriate speaker fees	\$588.00
Vehicle maintenance	\$1,500.00
TOTAL	\$4,053.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Payment of fees for emergency shelter in hotels, fees for transportation services, postage, emergency needs, emergency cell phones and service plans (\$500)	\$1,724.00
TOTAL	\$1,724.00

INDIRECT COST	AMOUNT
De minimus of Modified Total Direct Costs. Full de minimus amount is not being charged, only \$1,842.00 expected to be charged to the grant for 6 months)	\$1,535.00
TOTAL	\$1,535.00

ATTACHMENT A-1

Page 1

GRANT BUDGET			
AGENCY NAME: Anderson County Government			
FUND SOURCE: State Victim Services			
SOLICITATION IDENTIFICATION TITLE: Family Justice Center			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes ²	\$158,310.00	\$0.00	\$158,310.00
Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$28,900.00	\$0.00	\$28,900.00
Travel, Conferences & Meetings ²	\$3,800.00	\$0.00	\$3,800.00
Interest ²	\$0.00	\$0.00	\$0.00
Insurance ²	\$2,300.00	\$0.00	\$2,300.00
Specific Assistance To Individuals ²	\$3,005.00	\$0.00	\$3,005.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Cost ²	\$3,685.00	\$0.00	\$3,685.00
In-Kind Expense ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$200,000.00	\$0.00	\$200,000.00

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Government

FUND SOURCE: State Victim Services

SOLICITATION IDENTIFICATION TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$55,000.00/24,155 (Annually, 100% time spent on the project, includes taxes, benefits, workman's comp, other fringe benefits, etc.)	\$79,155.00
Position 2: CCR Specialist \$55,000.00/24,155 (Annually, 100% time spent on the project, includes taxes, benefits, workman's comp, other fringe benefits, etc.)	\$79,155.00
TOTAL	\$158,310.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Lease payment (\$1,000 monthly payment, for 12 months, at 100% charged to the grant) & utilities assistance (Projected maximum electricity \$700/month for 12 months- total of \$8,400)	\$20,400.00
Supplies: Client database software (est. \$880/year), office needs (including but not limited to paper, pens, files, paper towels, toilet paper), Ring Central phone expenses (\$350/month for 12 months)	\$7,000.00
All Other Items: All Other Items: Printing & Publication, web hosting, gsuite, domain	\$1,500.00
TOTAL	\$28,900.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, visit other FJCs, and meeting with partners and the public. Rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$800 for 12 mo.)	\$2,000.00
Training and Conferences Attended by Agency: Estimated cost for staff to host trainings for partners and the community which includes but is not limited to appropriate speaker fees and/or to pay fees for staff attending appropriate training opportunities	\$800.00
Vehicle Maintenance	\$1,000.00
TOTAL	\$3,800.00

INSURANCE	AMOUNT
Total cost of insurance (building and liability estimated at \$1,800 annually) (vehicle liability estimated at \$500 annually)	\$2,300.00
TOTAL	\$2,300.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: For use in payment of fees for emergency shelter in hotels, fees for transportation services, postage, emergency needs, emergency cell phones and service plans	\$3,005.00
TOTAL	\$3,005.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: De minimus of Modified Total Direct Costs: approx 2%	\$3,685.00
TOTAL	\$3,685.00

Instructions for Completing the Certification Forms

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

CERTIFICATION REGARDING DEBARMENT, ET AL

(PAGE 1 OF 3)

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

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

25-009741

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 2 OF 3)

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

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

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

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 3 OF 3)

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING LOBBYING

(PAGE 1 of 1)

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

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

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

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

Authorized Signature of the Applicant Agency:

Date:

ORDER FORM

Customer Billing Information

Customer Name: Anderson County
Address: 100 North Main Street, Room 214
Clinton, TN, 37716

Billing Contact: Katherine Kleehammer
Phone Number: 865-463-6841
Email Address: kkleehammer@andersoncountyn.gov

Contract and Payment Details

Contract Term: 3 Year(s)

Contract Start: 2025-07-01

Contract End: 2028-06-30

Options: Two,
One-year options

Payment Method: Electronic Funds Transfer,
check or credit card

Payment Terms: 30 days

Billing Method: Electronic Invoice

Billing Frequency: Annual/ One time

Service Fees

- Fees for the scope herein are included in the Customer's annual SaaS fee. Any additional services requested will be managed through the Change Control process.

Bidnet Direct Annual Platform Fees:	
-Solicitation & Supplier Management	\$3,500 (includes up to 3 users)
-Contract Lifecycle Management, Lite	\$3,000 (includes up to 3 users)
	= \$6,500
Existing Customer Discount	-\$2,500
Total Annual Fees with Existing Customer Discount*	*\$4,000
One-Time Implementation Fees	
Solicitation & Supplier Management	\$1,000
Contract Lifecycle Management, Lite	\$3,000
(Waived for Existing Customer)	-\$4,000
Total One-Time Fees	\$0
Initial Training & Ongoing Support	\$0
Other Terms	*Requires a three-year agreement, which assumes an annual increase of 3% following year one.

521190-02-1-4

Payment Terms for Annual Fees:

- Customer agrees to pay annual fees upon access to system environment.

All payments shall be made in accordance with the terms and conditions of the Master Agreement. All pricing is in USD dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Implementation Professional Services**Project Timeline**

- This project is budgeted for a duration of six (6) weeks from the initiation to the transition to customer support. Upon signature of Order, the work will be scheduled and timeline communicated to Customer.

Project Assumptions

- Services will be delivered through 100% offsite resources and meetings.
- Product enhancements are changes to product functionality that require new software development and that the company adopts as part of the product offering. Enhancements are not included in this Order.
- Customer will be implemented using a standard configuration. If Customer requests additional or different configurations, the Change Control process will be used.
- Only services to support rollout and testing of standard configurations are included in this Order. If any additional services are requested by the Customer, the Change Control process will be used.
- Training will be offered through standard, pre-scheduled virtual instructor-led sessions and online training videos. If Customer requests additional training, the Change Control process will be used.
- This Order expires on 7/31/2025. If the Order is not signed by both parties by that date, a new Order will be required, and costs may be adjusted.
- All existing SLAs remain applicable,

Customer Responsibilities

- Coordinate and conduct User Configuration Testing.
- Plan and implement required business process and policy changes.
- The Customer is expected to provide the requested input and feedback consistent with the project schedule. Failure to do so may result in change orders affecting the project schedule and/or cost.
- Ensure time is reserved to complete training as offered on a scheduled basis.

Company Responsibilities

- Manage Bidnet resources and provide the personnel needed to support the implementation.
- Assist the Customer in remediation of material defects.
- Ensure the standard configured solution meets the implementation requirements.
- Provide standard training on a scheduled basis.

521190-02-2-4

- Coordinate our participation in all meetings and training and make required staff and resources available, as required.

Change Control

In the event changes to the Order (“Changes”), become necessary or desirable to the Parties, a Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Order (a “Change Order”). The Change Order shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

Delivery Details

Sourcing Platform

- Manage the entire solicitation process, from publishing, interacting with suppliers, Q&A, amendments, receiving bids, monitoring, and tracking deadlines, with a full audit trail of the entire process and in-depth reporting.
- Implementation service provided:
 - Solution Overview (1 hour)
 - Standard Configuration in Learn environment.
 - Standard Configuration in Production environment
 - Remote Training of Admin and Users (1 hour)

Contract Essential

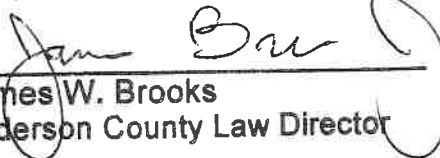
- Contract Life-cycle management with notifications and tracking, unlimited document repository and reports, only available in the sourcing package.
- Implementation service provided:
 - Solution Overview (concurrent with Sourcing and Bid Evaluation overview, 1 hour)
 - Configuration in Production environment
 - Your admin will be trained on how to self-administer and add additional fields and contract types.
 - Remote Training – Admin and User (1 hour)
 -
- This Order Form is governed by the Online Master SaaS and Services Agreement found at [Online Master SaaS and Services Agreement](#) SOVRA (the “**Agreement**”) and includes and incorporates the Service Level Agreement. In the event of a conflict between the Agreement and the terms of this Order Form, this Order Form shall control.

521190-02-3-4

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their duly authorized representatives.

Anderson County	International Data Base Corporation DBA Bidnet
Signature	Signature
Name	Name
Title	Title
Date	Date

APPROVED AS TO LEGAL FORM


James W. Brooks
Anderson County Law Director

521190-02-4-4



MEMORANDUM

TO: CHS Affiliated Facility Contract Specialists

DATE: January 1, 2024

RE: Student Affiliation Agreements - Compliance Considerations

This Memorandum is designed to illustrate important safety and compliance points that underlie the model Non Exclusive Student Affiliation Agreement (SAAs or Agreement).

It is not legally privileged and you may use it as a guide and you also may share it with Schools to enhance understanding and communications in entering into a SAA.

As a purely educational resource. It is not to be added to and/or redlined as part of the Student Affiliation Agreement.

Background

SAAs benefit the School and the health care facility (Facility), with the overall goal being a community benefit. While a successful SAA relationship requires close, ongoing cooperation between the School and the Facility it is a must that both the School and the Facility meet their individual responsibilities.

The Facility

The Facility is a highly regulated, fully functioning health care provider that is dedicated to providing exceptional healthcare services. The Facility's standards cannot be reduced in any way by the School and/or its Students. It is not a School under the SAA and should not be viewed as one.

The School

The School is an educational institution that is for the benefit of students. The standards that apply to each school vary based on many factors including each school's public, semi-public or private nature. It is not a health care facility under the SAA, and should not be viewed as one.

Student

Each Student is an individual. They choose their course of study. They, not the School, have the legal right to choose to participate in an available SAA, or not. This is a very important concept. It is the Student who chooses to (or chooses not to) consent to substance testing, background checks etc. to be able to participate in the SAA; The School does not have the legal right to bar a Student from consenting to Facility requirements, the School is not the Student.

Federal Education Rights and Privacy Act (FERPA)

FERPA applies to Schools that receive funds from the U.S. Secretary of Education. The FERPA relationship is between the U.S. Department of Education and the School. Only the U.S. Secretary of Labor has the power to enforce FERPA and may only do so against a School. Students do not have the right to file a legal action under FERPA (nor do the Student's parent(s) or guardian(s)).

If a School is covered by FERPA that does not make the Facility FERPA covered because it contracts with the School. Schools commonly misunderstand this. The Facility must never falsely agree that it is covered by FERPA (or the many other laws that legally apply to Schools).

Health Information Portability Accountability Act of 1996 (HIPAA) & Local Laws

HIPAA applies to the Facility and Students and School personnel who are on site or who have Protected Health Information.

Unlike FERPA, the federal HIPAA law is very broad. HIPAA applies to a Facility's "Workforce," which includes employees, volunteers, trainees and other persons (*such as Students and in Facility School staff*) whose performance is under the Facility's control.

Also unlike FERPA, HIPAA also applies beyond the Facility's Workforce and covers the Facility's non Workforce Business Associates who work with Protected Health Information for the Facility.

HIPAA is enforced under civil and criminal laws by the federal Health and Human Services Agency against individuals and entities that are HIPAA covered. Importantly, HIPAA specifically preserves federal, state and local privacy laws that offer more protection than HIPAA and those too must followed.

The Addendums

Addendum 1 - Patient Care Duties To Be Provided by Students

This Addendum is intentionally a clean sheet upon which the School and the Facility can describe the educational course of study that is to take place in relation to applicable law and the Facility's capabilities and capacity.

Addendum 2 – Patient Care Duties Not To Be Provided by Students

This Addendum is intentionally a clean sheet upon which the School and the Facility can describe duties that are ruled out from performance by Students.

Addendum 3 - Other Legally Required Testing

As noted above, the Facility cannot lower its standards due to the SAA. Federal, state and local laws may require that additional testing be required in order to access or perform certain tasks in a Facility.

Addendum 4 – Student Consent and Policies

The Facility does not lower its safety standards for Students. Substance Testing is an essential part of a safe Facility.

The Student, not the School, chooses to consent or not consent. This is commonly misunderstood by Schools, and a School may seek to limit this consent in the contracting process by claiming, for example, that FERPA cannot be waived by a Student. By so doing, the School is (not only legally incorrect) but is in fact interfering with a Student's right to choose or not choose to participate under the required terms for SAA program participation.

By choosing not to consent a Student is choosing not to be in the SAA program.

Addendum 5 – Student Background Consent Form

The Facility does not lower its safety standards for a Student. Background checks are an essential part of a safe Facility.

The Student, not the School, chooses to consent or not consent. By choosing not to consent a Student is choosing not to remain or be in the SAA program.

Addendum 6 – Disclosure and Authorization

The reasons for Addendum 6 are the same as Addendum 5.

Addendum 7 – Governmental Immunity Schools Only

This Addendum is intentionally a clean sheet upon which a public or semi-public School can describe its immunities (if any) and other forms of liability coverage.

Public or semi-public schools may be granted certain legal immunities from a State and/or local government entity. Schools commonly cannot change their immunity by agreement. And so the main body SAA does not attempt to describe, limit or control immunities.

Immunities that may be granted from a government to a School range from total immunity to no immunity at all. And the School may be legally required, legally allowed or not legally allowed to purchase certain insurances. It is complex. And so this Addendum allows a public School to efficiently state its immunities and/or insurances and the Facility can decide if it wishes to accept the risk of contracting with a Public school on those terms.

NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT ("AGREEMENT") FACE SHEET

Date of Agreement: 2/3/2025
 Facility Legal Name: Metro Knoxville HMA, LLC dba North Knoxville Medical Center
 Facility Address: 7565 Dannaher Dr
 City, State, ZIP: Powell, TN 37849

School's Legal Name: Anderson County Emergency Medical Services
 School Address: 314 Public Safety Lane
 City, State ZIP: Clinton, TN 37716

Applicable Licenses, Certifications, etc: depending on level of certification, Initial EMT N/A, AEMT-EMT license

Term of Agreement: 60 months
 Expiration Date: 2/28/2030
 Effective Date: 3/1/2025
 Type of Student (i.e. Clinical, Administrative, etc.): EMT or AEMT

Number of Students per rotation: Varies

Term of Training (cite beginning date and ending date including dates of the School's semester):
 Begin Date: Varies Ending Date: Varies School Term Dates: Varies

Clinical rotation(s) site is: 7565 Dannaher Drive Powell TN 37849 and 10820 Parkside Drive Knoxville TN 37934

Designated Contact Person for Facility: Cynthia Francis and Scott Smith

Designated Contact Person for School: Bobbi Jo Henderson

Responsibility for Certain Checks and Testing:

The School recognizes that the Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy and is not a guarantee of any sort. The Facility's standards for behavior, safety and timely and effective care are not reduced by this Agreement.

Background Check

- School chooses to conduct and to pay for Students' Background Checks.

Substance Abuse Testing

- School chooses to conduct and Students choose to pay for Students' Substance Testing.

The results of the (1) Background Check and (2) Substance Test must already be on file at the Facility before any Student is referred to the Facility.

The attached Standard Terms and Conditions are part of this Agreement. The following Addenda are also part of this Agreement.

<u>Addendum</u>	<u>Title</u>
1	Patient Care Duties to be Provided by Students
2	Patient Care Duties Students Cannot Provide
3	Other Legally Required Testing
4	Student Consent & Policies
5	Student Background Consent Form
6	Disclosure and Authorization

AUTHORIZED SCHOOL REPRESENTATIVE**FACILITY**

By: _____

By: _____

Name: _____

Name: _____

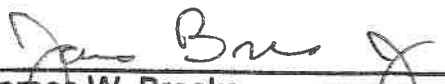
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM



 James W. Brooks
 Anderson County Law Director

NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT

STANDARD TERMS AND CONDITIONS

1. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY

- A. Provide clinical training to Students, including but not limited to the Patient Care Services. See Addendum 1.
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results. Facility shall be solely responsible for determining if Students may participate or remain in the program.

2. SCHOOL'S RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet the School's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff *prior to* referring them to Facility:
 - (1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility;
 - (2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;
 - (3) Any other appropriate immunizations requested by Facility; and
 - (4) Documentation for legally-required testing requirements noted. See Addendum 3.
- E. Ensure that Students are aware of the Substance Policy. See Addendum 4.
- F. Provide the Facility with a copy of each Student's completed (1) Substance Policy Consent Form (See Addendum 4) and (2) Background Consent Form (See Addendum 5). The School may instruct the Student to provide the forms to the Facility; however the completed forms and results must be on file at the Facility before any Student is referred to the Facility.
- G. Ensure that the following background checks have been completed *before* referring Students to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):
 - (1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities
School shall not refer Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, or approved software programs, and certain internet sites.

(2) License or Certification

School shall not refer Students whose medical licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Students have successfully completed a rehabilitation program, School may refer them so long as they undergo periodic substance abuse testing as determined by the Facility.

(3) Criminal Records Check

Students' criminal records shall be checked at the federal, state, and local levels *before* referring Students to Facility and thereafter as often as is required by law. The Facility CEO will have the authority to make the final decision regarding the referral of any Student with a criminal record. Students must execute a Student Background Consent Form (See Addendum 5).

(4) Other Background Checks Required By Law (See Addendum 3).

- H. No Facility materials related to this Agreement shall be circulated or published without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide clinical experiences to Students, as mutually agreed upon by the parties.
- B. Orient Students and School clinical instructors who visit Facility on matters such as Facility's rules, policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- C. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- D. Provide reasonable storage space for Student's apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. The Agreement shall begin on the Effective Date as set forth on the cover sheet and shall continue until the end of the Term, ~~and thereafter shall be automatically renewed for successive one (1) year periods under identical terms, unless otherwise terminated or modified as provided herein (such initial term and any such renewal terms being herein called the "Term").~~ Notwithstanding any contrary provision contained herein, if this Agreement is terminated by either party for any reason during the initial twelve (12) months of the Term, the parties shall not enter into another agreement for the same or substantially similar services for at least one (1) year from the Effective Date.
- B. In any event, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue until the Students complete current clinical rotations (if practicable).
- C. Either party may immediately terminate this Agreement if the other party is insolvent, bankrupt or changes ownership.

No
Auto Renewal
JB

5. INSURANCE

A. Documentation shall be provided that:

- 1) Students have health insurance during their clinical rotation;
- 2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and
- 3) Students have professional liability coverage of at least \$1 million per occurrence / \$3 million aggregate of the "occurrence" type of coverage.

B. If Students' professional liability coverage is the "claims made" type, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be this Agreement's effective date.

C. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. The Facility shall be reasonable in deciding if an insurance carrier is reputable/acceptable to it.

6. CLAIMS AND NOTIFICATION

A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

Note: Section 6.B below does not apply to government entities that claim full or partial governmental immunity. See Section 6.C below.

B. To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement.

C. Government Immunity- Complete Addendum 7. *If* School claims any type of governmental immunity or is limited in its ability to compensate the Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be available to Facility. Note that legal or equitable relief from the Facility is the same as that available to Facility from School.

D. Parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. School, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws, ("Confidential Information"). School also agrees to inform its Students about their obligations under applicable laws as to Confidential information.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the other party as follows:

If to Facility: As stated on Face Sheet

With a copy to: CHSPSC Legal Department
4000 Meridian Blvd.
Franklin, TN 37067
Attn: General Counsel

If to School: As stated on Face Sheet

- 9. ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. DISCRIMINATION** Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. This compliance may also include non-discrimination based classifications such as race, color, religion, sex, national origin, age, disability and other legally protected classifications.
- 11. INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- 12. COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.
- 13. CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
- 14. GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of the state of Facility's is principal location.

- 15. ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

STUDENT AFFILIATION AGREEMENT - ADDENDUM 1**Patient Care Duties To Be Provided By Students****EMT Clinical Skills**

Bleeding Control/ Shock Management
Blood Glucose Assessment
BVM Ventilation
Cardiac Arrest Management/AED
Medical Assessment
Splinting
Supraglottic Airway
Vital Signs
Wound Care Management

AEMT Clinical Skills

All EMT Clinical Skills _ Plus
Adult and pediatric IO
CPAP
IV Therapy/Bolus Medications (within scope of care)
Pain Management

Clinicians that are participating in clinicals with a preceptor are only allowed to practice the skills they have been checked off in class

TYPE OF PROGRAM:

Graduate School

ACADEMIC LEVEL:

Senior

EXPERIENCE LEVEL:

Some Experience

STUDENT AFFILIATION AGREEMENT - ADDENDUM 2

The Following Patient Care Duties Cannot Be Provided By Students

Anything not listed in Addendum 1

STUDENT AFFILIATION AGREEMENT - ADDENDUM 3Other Legally Required Testing

MMR: Measles; Mumps and Rubella

Tuberculin Skin Test (PPD) annual requirement

Hepatitis B or Signed Waiver refusing

Influenza (annual requirement) or Signed Waiver refusing

Varicella (Chicken Pox)

Proof of TDap

STUDENT AFFILIATION AGREEMENT – ADDENDUM 4**STUDENT CONSENT AND POLICIES**

Name of School: Anderson County Emergency Medical Services

Name of Facility: Metro Knoxville HMA, LLC dba North Knoxville Medical Center

The Students are seeking Facility experience that is not granted to the general public. It is not a guarantee.

Students must comply with all Facility rules, policies and procedures, including the Substance Policy (below called the "Policy" or "Policies") to be in or remain in the Program.

Facility Policies prohibit Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's Policies.

Any Student who chooses not to agree to follow the Policies has chosen not to be in the program.

No Student shall be in the program who:

- Has not complied with the Facility's Policies or School's directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student's placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student's test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow all Facility Policies, including the Substance Policy.

- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to following Facility Policies and related processes.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

☐ Consent

or

☐ Not consent (not to remain or otherwise be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT – ADDENDUM 5**STUDENT BACKGROUND CONSENT FORM**

Name of School: Anderson County Emergency Medical Services

Name of Facility: Metro Knoxville HMA, LLC dba North Knoxville Medical Center

Facility Policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

Any Student who chooses not to agree to this Policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or School's directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

☐ **Consent**

or

☐ **Not consent (not to remain or be in the program)**

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6**DISCLOSURE AND AUTHORIZATION**

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

**PERMIT AGREEMENT
FOR
OCCUPANCY AND USE OF PREMISES
FOR
BLIND-OPERATED VENDING FACILITIES**

This permit agreement is between the DEPARTMENT OF HUMAN SERVICES, DIVISION OF REHABILITATION SERVICES, TENNESSEE BUSINESS ENTERPRISES ("**TBE**") and Anderson County ("**Anderson**").

TBE is the designated state licensing agency responsible for implementing the requirements of the Randolph-Sheppard Vending Facility Program and its state law corollary within the State of Tennessee. TBE provides licenses to qualified blind persons to operate vending facilities on public property in Tennessee. Anderson is a public entity that owns public property in the State of Tennessee.

Anderson wants to provide vending machines on their public properties, and TBE wants to exercise its priority to establish a vending facility on a public property so that a licensed blind vendor may provide vending services for Anderson.

The parties therefore agree as follows:

1. Anderson agrees to permit TBE to occupy and use, subject to all the terms and conditions in this Agreement, the vending facility locations in Anderson County at the addresses listed along with the number and type of machines included at each location are in Attachment A of this Agreement.
2. Anderson is a "public property" as defined at T.C.A. § 71-4-502(4). The above-described premises may be used by TBE solely for the purpose of establishing a vending facility to be operated by one or more blind persons supervised and licensed by TBE ("**Licensed Blind Vendors**") in accordance with the Randolph-Sheppard Act (20 U.S.C. § 107 et seq.), its state law corollary (Tenn. Code Ann. § 71-4-501 et seq.), and their

implementing regulations found at 34 C.F.R. § 395.1 et seq. and Tenn. Comp. R. & Regs. 1240-06-01-.01 et seq. TBE agrees that the vending facilities will be available to customers during the normal workweek and at such other times as are necessary to meet the usual demands of its customers. The Facility will provide timely communication of events at Anderson to provide the Licensed Blind Vendor of the Anderson facility the opportunity to deliver an enhanced experience and increase sales opportunity.

3. The use of the above-described premises shall be without cost to TBE or its Licensed Blind Vendors. Anderson shall be responsible for and shall bear the expense of normal cleaning, maintenance, and repair of the building structures in and adjacent to the vending facility area and shall provide and bear the expense of all utilities, except telephone.

4. TBE shall provide any necessary modifications to the vending sites including plumbing and electrical alterations. TBE shall provide the necessary equipment, merchandise, and trained Licensed Blind Vendors, and proper supervision.

5. The articles sold at the vending facility will be properly stocked with fresh, prepackaged items consisting generally of, but not limited to:

Soft drinks – 12 Oz. Cans	Energy Drinks	Water
Soft drinks – 20 Oz. Bottles	Teas	Coffees
Juice	Cookies	Cakes
Gum	Peanuts	Popcorn
Chips	Health Bars	Crackers
Sundry items for headaches, colds, stomach aches		

6. TBE's Licensed Blind Vendors shall have exclusive rights to sell these prepackaged items and operate vending machines on this property unless it has declined to do so in writing and no other machines, snack bars, food trucks, or counter services shall be operated at such facilities unless under the supervision of TBE. Anderson will ensure that other service providers do not sell any prepackaged products which compete with products sold through the vending machines covered by this agreement. If TBE brings to Anderson's attention that another service provider is in violation of this Agreement, Anderson will take immediate steps to eliminate the

competition.

7. Cleaning of vending facilities and machines necessary for sanitation will be the Licensed Blind Vendors' responsibility and will be at the Licensed Blind Vendors' expense. The installation, maintenance, repair, replacement, servicing, and removal of vending machines, equipment, and fixtures on such premises will be TBE's responsibility and will be at TBE's expense. Anderson and TBE agree that title to all equipment, machines, and fixtures supplied by TBE pursuant to this section or by the Licensed Blind Vendor shall remain in the party supplying them.

Installation, modification, relocation, removal, and renovation of such equipment, machines and fixtures, shall be subject to the approval and supervision of Anderson and TBE, provided, however, that this section shall not be construed as in any way affecting Anderson's right under section 8 to require relocation of vending machines.

8. Anderson may, as it deems necessary, request removal of vending machines from the initially agreed upon locations and their relocation at a site or sites to be agreed upon by Anderson and TBE. Anderson may approve relocation of vending machines at TBE's request. The party initiating relocation shall bear the cost of such relocation.

9. No person on the grounds of disability, age, religion, race, color, national origin, sex or any other classification protected by the U.S. or Tennessee Constitution or by statute, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of TBE or Anderson.

10. TBE shall require its Licensed Blind Vendors to procure and maintain a liability insurance policy or policies covering personal injury and property damage claims, under which the facility manager and Anderson are named insured(s). However, in no event shall TBE be held liable for any injury or damage except insofar as may be strictly provided by Tennessee statute. Such policy or policies shall provide the following minimum coverages:

Personal injury (including death) - \$100,000.00 per person, per occurrence, \$300,000.00 aggregate. Property damage - \$300,000.00 per occurrence. Products Liability - \$100,000.00 per person, per occurrence, \$300,000.00 aggregate.

11. This permit is granted subject to and shall be administered in accordance with the provision of the Randolph-Sheppard Act (20 U.S.C. § 107 et seq.), its state law corollary (Tenn. Code Ann. § 71-4-501 et seq.), and their implementing regulations found at 34 C.F.R. § 395.1 et seq. and Tenn. Comp. R. & Regs. 1240-06-01-.01 et seq. In the event of amendment of such act or regulations or promulgation of new regulations, this Agreement shall be modified to incorporate such changes as are required by amendments.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any disputes arising from this Agreement shall be resolved in accordance with the dispute resolution procedures set forth in the Randolph-Sheppard Act (20 U.S.C. § 107 et seq.), its state law corollary (Tenn. Code Ann. § 71-4-501 et seq.), and their implementing regulations found at 34 C.F.R. § 395.1 et seq. and Tenn. Comp. R. & Regs. 1240-06-01-.01 et seq.

No Arbitration

13. This Agreement may be modified only by written amendment signed by all parties.

14. This Agreement is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

15. No member or delegate to Congress or the State of Tennessee shall be admitted to any share or part of this permit agreement or to any benefit that may arise therefrom, except as may be specifically provided by written addendum attached hereto.

16. It is expressly understood and agreed that the Licensed Blind Vendors shall not be employee(s) of Anderson and that nothing in this Agreement shall be

construed to create an employment relationship or to vest in the Licensed Blind Vendors any rights or benefits of employment.

17. This Agreement shall remain in effect until terminated by either TBE or Anderson upon sixty (60) days written notice, provided, however, that if this Agreement is terminated for any reason, it shall not be construed that TBE in any way waives its statutory priority to manage and operate any vending facilities subject to this Agreement.

18. Each party shall appoint a single point of contact ("Permit Monitor") for this permit Agreement and shall notify the other party in writing of the name, address, phone number, and email address of its Permit Monitor. In the absence of an appointed Permit Monitor, the acting Permit Monitor for Anderson shall be its Human Resources and Risk Management Interim Director, 100 Main Street, Suite 102, Clinton, TN 37716 (Phone) 865-264-6300 and the acting Permit Monitor for TBE shall be the TBE Director, James K. Polk Building, 15th Floor, 505 Deadrick Street, Nashville, TN 37243, (office) 615-253-4409, (cell) 615-504-8039.

19. All communications between the parties concerning this Agreement which do not require notice in accordance with section 20 shall be made through the Permit Monitors. All communications, including day-to-day communications regarding operations, between Anderson and the Licensed Blind Vendors shall be between the Licensed Blind Vendors and Anderson Permit Monitor. All complaints, requests, and responses shall be in writing, or, if circumstances require that they be addressed verbally, subsequently confirmed in writing. No response or other correspondence may alter the terms and conditions of this Agreement unless it is in the form of an amendment, properly executed in accordance with section 13.

20. Any notices required or permitted to be given under the provisions of this Agreement shall be effective only if in writing and delivered either in person or by First Class or

U.S. Mail to the addresses set forth below:

Anderson:

Anderson County Courthouse

Anderson County Government
Human Resources and Risk Management
Andrew Stone, Interim Director
100 N. Main Street Suite 102
Clinton, TN 37716

TBE: Attn: Kevin R. Wright
Assistant Commissioner
Division of Rehabilitation Services
James K. Polk Bldg., 15th Floor
505 Deaderick Street
Nashville, TN 37243

21. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Agreement on the date stated opposite that party's signature.

Department of Human Services

By: _____

KEVIN WRIGHT
Assistant Commissioner, Tennessee Department of Human Services

Date

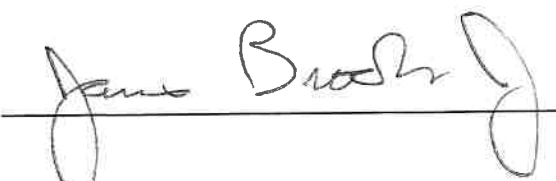
Anderson County

By: _____

Terry Frank, Mayor

Date

By: _____


James Brooks, Law Director

May 19, 2025

Date

By: _____

Robert Holbrook, Finance Director

Date

Attachment A

TBE shall be permitted to place snack and drink vending machines in the buildings listed below. It is understood that other machines may be added by TBE at these or other locations depending upon need, provided the placement has the approval of both TBE and Anderson.

TBE shall be responsible to service all their equipment in a timely manner, including repairs.

The Licensed Blind Vendors shall be responsible to ensure that the machines are stocked.

TBE shall be responsible for the cost of installation and usage of bank card readers.

Anderson County Jail

308 Public Safety Drive
Clinton, TN 37716
1 Drink machine
1 Snack machine

Anderson County Courthouse

100 N. Main Street
Clinton, TN 37716
1 Drink machine
1 Snack machine
1 Combo machine

From: Julia Inman <julia.inman@tn.gov>
Sent: Monday, May 12, 2025 4:18 PM
To: Katherine Kleehammer <kkleehammer@andersoncountyttn.gov>
Subject: External: Anderson County Permit

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Katherine,
Please collect appropriate signatures and return.

Thanks,
Julie Inman



Human Services



Julie Inman, TBE Specialist
4131 Appalachian Way, Knoxville, TN 37918
p. 865-281-6505 f. 865-281-6539
julia.inman@tn.gov

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*I will approve at to form because
of paragraph 17, which is a 60 day
escape clause*

Nichole Brooks

From: Katherine Kleehammer <kleehammer@andersoncountyttn.gov>
Sent: Monday, May 19, 2025 10:00 AM
To: Nichole Brooks
Subject: FW: External: FW: External: Anderson County Permit

Nichole,

Please see the response from the State about the TN Business Enterprises permit.

Thank you, Katherine

From: Julia Inman <Julia.Inman@tn.gov>
Sent: Friday, May 16, 2025 3:58 PM
To: Katherine Kleehammer <kleehammer@andersoncountyttn.gov>
Subject: External: FW: External: Anderson County Permit

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Katherine,
Please see response to your question below.

Thanks,
Julie



Julie Inman, TBE Specialist
4131 Appalachian Way, Knoxville, TN 37918
p. 865-281-6505 f. 865-281-6539
julia.inman@tn.gov

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From: Angela Huddleston <Angela.Huddleston@tn.gov>
Sent: Friday, May 16, 2025 3:53 PM
To: Julia Inman <Julia.Inman@tn.gov>
Cc: Mike Rebich <Mike.Rebich@tn.gov>; Wacovia King <Wacovia.King@tn.gov>
Subject: RE: External: Anderson County Permit

Permits are unlike a typical contract and are to be issued for an indeterminate timeframe. See 34 CFR 395.35(b).



Angela Huddleston 1 Associate Counsel
Office of the General Counsel

25-0152

7175 Strawberry Plains Pike, Suite 200
Knoxville, Tennessee 37914-7002
Cell: 865-839-3024
Angela.Huddleston@tn.gov
tn.gov/humanservices

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From: Julia Inman <Julia.Inman@tn.gov>
Sent: Friday, May 16, 2025 3:20 PM
To: Angela Huddleston <Angela.Huddleston@tn.gov>
Cc: Mike Rebich <Mike.Rebich@tn.gov>; Wacovia King <Wacovia.King@tn.gov>
Subject: FW: External: Anderson County Permit

Angela,
Please see question below regarding the Anderson County Permit.

Thanks,
Julie



Human Services



Julie Inman, TBE Specialist
4131 Appalachian Way, Knoxville, TN 37918
p. 865-281-6505 f. 865-281-6539
julia.inman@tn.gov

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From: Katherine Kleehammer <kkleehammer@andersoncountyttn.gov>
Sent: Wednesday, May 14, 2025 2:17 PM
To: Julia Inman <Julia.Inman@tn.gov>
Subject: [EXTERNAL] RE: External: Anderson County Permit

This Message Is From an External Sender

This message came from outside your organization.

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Hi Julia.

Our Law Director is requesting that this agreement have a term. Could we add the following: "This agreement will begin on the date of final signature and shall continue for one-year with one-year renewal options"?

Thank you, Katherine

25-0152